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Separate paging is given to this Part in order that it may be filed
as a separate compilation

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 17th June, 1964:—

Issue No	No and Date	Issued by	Subject
150	S O 2069, dated 12th June, 1964	Ministry of Commerce.	Appointing Shri A. Datta Majumdar, Assistant Press Registrar, to exercise the Powers of the Controller, Under-Newsprint Control Order, 1962.
151	S O 2070, dated 15th June, 1964	Ministry of Steel, and Mines	Amendment to the normal selling price of Galvanised Corrugated Sheets as published in S. O. 731, dated 29th February, 1964.
152	S O. 2179, dated 17th June 1964.	Ministry of Information and Broadcasting.	Approval of films specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

ERRATUM

New Delhi, the 12th June 1964

S.O. 2185 —In the Commission's notification No 100/RJ HP/1/64(4), dated the 8th May, 1964, published under S O No 1612 in the Gazette of India, Extraordinary Part II—Section 3 Sub-Section (u), No 123, dated the 8th May, 1964, for the figure "1951" read "1961"

[No 100/RJ-HP/1/64(4)]

By Order,

V. RAGHAVAN, Under Secy.

MINISTRY OF HOME AFFAIRS*New Delhi, the 17th June 1964*

S.O. 2186.—In exercise of the powers conferred by entry 3(c) of Schedule I annexed to the Ministry of Home Affairs Notification No. 15/13/59(V)-P.IV, dated the 13th July, 1962 [GSR No. 991, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 28th July, 1962], the Central Government is pleased to specify Begum Mehtab Zamani Ali Khan wife of Nawabzada Syed Zulfiqar Ali Khan second son of His Highness the Nawab of Rampur, for the purpose of that entry and directs that the exemption shall be valid in respect of one .12 bore gun, one rifle and one pistol/revolver.

[No. 16/24/63-P.IV.]

New Delhi, the 18th June 1964

S.O. 2187.—The Central Government is pleased to notify that Nawabzada Syed Abid Ali Khan son of the Nawab of Rampur has been nominated by the said Ruler for the purpose of entry 2(b) of Schedule I annexed to the Ministry of Home Affairs notification No. 15/13/59(V)-P.IV dated the 13th July, 1962 [GSR No. 991, published in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 28th July, 1962].

[No. 16/7/64-P.IV.]

M. SIVAGNANAM, Dy. Secy.

New Delhi, the 20th June 1964

S.O. 2188.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeals) Rules, 1957, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) Second Amendment Rules, 1964.

2. In the Central Civil Services (Classification, Control and Appeal) Rules, 1957, in sub-rule (2) of rule 32,—

(a) in clause (i), the word 'and' occurring after the words 'Comptroller and Auditor-General'; shall be omitted;

(b) after clause (i), the following clause shall be inserted, namely:—

“(ia) in the case of a Government Servant in or under the Posts and Telegraphs Board by the Posts and Telegraphs Board; and”;

(c) in clause (ii), after the words “Indian Audit and Accounts Department”, the words “or the Posts and Telegraphs Board” shall be inserted;

(d) in the proviso, after the words “Comptroller and Auditor-General”, the words “or the Posts and Telegraphs Board” shall be inserted.

[No. 7/12/64-Ests(A).]

A. M. MIRCHANDANI, Under Secy.

MINISTRY OF FINANCE**(Department of Economic Affairs)***New Delhi, the 15th June 1964*

S.O. 2189.—In exercise of the powers conferred by section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956), the Central Government hereby appoints Shri M. V. Rangachari Deputy Governor, Reserve Bank of India, Bombay, to be a member of the Life Insurance Corporation of India upto 31st August, 1964, vice Shri A. Baksi.

[No. F. 1(4)-INS(II)/62.]

New Delhi, the 23rd June 1964

S.O. 2190.—In exercise of the powers conferred by sub-section (6) of section 3 of the Emergency Risks (Factories) Insurance Act, 1962 (63 of 1962), the Central Government hereby makes the following scheme further to amend the Emergency Risks (Factories) Insurance Scheme published with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 3946, dated the 26th December, 1962, namely:—

1. (1) This Scheme may be called the Emergency Risks (Factories) Insurance (Second Amendment) Scheme, 1964.

(2) It shall come into force on the first day of July, 1964.

2. In the Emergency Risks (Factories) Insurance Scheme, for paragraph 8, the following paragraph shall be substituted, namely:—

“8. *Rate of premium.*—The premium payable under any policy of insurance in respect of the quarter ending on the 30th day of September, 1964, shall,—

- (a) in the case of a person having a policy in force on the 31st day of December, 1963, be nil;
- (b) in any other case, be such amount (not exceeding ten paise for every hundred rupees or part thereof of the sum insured), as the Central Government may, in its discretion, fix having regard, among other things, to—
 - (i) the nature of the risk;
 - (ii) the claims, if any, paid under this scheme;
 - (iii) the period for which protection is granted under this scheme.”

[No. F. 101(189)/INS.I/63-I/ER I.]

S.O. 2191.—In exercise of the powers conferred by sub-section (5) of section 5 of the Emergency Risks (Goods) Insurance Act, 1962 (62 of 1962), the Central Government hereby makes the following scheme further to amend the Emergency Risks (Goods) Insurance Scheme issued with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 3945, dated the 26th December, 1962, namely:—

1. (1) This Scheme may be called the Emergency Risks (Goods) Insurance (Second Amendment) Scheme, 1964.

(2) It shall come into force on the first day of July, 1964.

2. In the Emergency Risks (Goods) Insurance Scheme, for paragraph 10, the following paragraph shall be substituted, namely:—

“10. *Rate of premium.*—The premium payable under any policy of insurance in respect of the quarter ending on the 30th day of September, 1964, shall,—

- (a) in the case of a person having a policy in force on the 31st day of December, 1963, be nil;
- (b) in any other case, be such amount (not exceeding six paise for every hundred rupees or part thereof of the sum insured), as the Central Government may, in its discretion, fix having regard, among other things, to—
 - (i) the nature of the risk;
 - (ii) the claims, if any, paid under this scheme;
 - (iii) the period for which protection is granted under this scheme.”

[No. F. 101(189)-INS.I/63-II/ER I.]

S. S. SHARMA, Under Secy.

(Department of Economic Affairs)

New Delhi, the 18th June 1964

S.O. 2192.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949) and Rule 16 of the Banking Companies Rules, 1949, the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act and Rule 15 of the said Rules shall not apply to the undernoted banking companies in so far as they relate to the publication of their balance sheets and profit and loss accounts for the year ended the 31st December, 1963, together with the auditors' reports in a newspaper.

1. Ajodhia Bank Ltd., Faizabad.
2. Assam Banking Corporation Ltd., Dibrugarh.
3. Cochin Commercial Bank Ltd., Cochin.
4. Coimbatore Sri Kannikaparameswari Bank Ltd., Coimbatore.
5. Derajat Bank Ltd., Amritsar.
6. Frontier Bank Ltd., New Delhi.
7. Karnani Industrial Bank Ltd., Calcutta.
8. Purnea Banking Corporation Ltd., Purnea.
9. Sri Ranga Raja Bank Ltd., Mettupalaiyam.
10. Tamluk Loan Office Banking Company Ltd., Tamluk.
11. Salem Sri Kannikaparameswari Bank Ltd., Salem.
12. United Mercantile Bank (Assam) Ltd., Golaghat.
13. Unao Commercial Bank Ltd., Unnao.

[No. F. 15(16)-BC/64.]

B. J. HEERJEE, Under Secy.

(Department of Economic Affairs)

New Delhi, the 18th June 1964

S.O. 2193.—Statement of the Affairs of the Reserve Bank of India, as on the 5th June, 1964

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	27,20,69,000
Reserve Fund	80,00,00,000	Rupee Coin	4,04,000
National Agricultural Credit (Long Term Operations) Fund	73,00,00,000	Small Coin	6,01,000
National Agricultural Credit (Stabilisation) Fund	8,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
Deposits :—		(a) Loans and Advances to :—	
(i) Government		(i) State Governments	28,30,55,000
(i) Central Government	50,62,65,000	(ii) State Co-operative Banks	8,11,47,000
(ii) State Governments	9,09,29,000	(iii) Central Land Mortgage Banks . . . . .	..
(b) Banks		(b) Investment in Central Land Mortgage Bank Debentures	4,02,83,000
(i) Scheduled Banks	87,71,05,000	National Agricultural Credit (Stabilisation) Fund	
(ii) State Co-operative Banks	2,02,27,000	Loans and Advances to State Co-operative Banks . . . . .	..
(iii) Other Banks	20,81,000	Bills purchased and Discounted :—	
(c) Others	158,86,60,000	(a) Internal . . . . .	..
Bills Payable	39,77,57,000	(b) External . . . . .	..
Other Liabilities	78,99,90,000	(c) Government Treasury Bills	49,20,02,000
		Balances Held Abroad*	10,48,91,000
		Loans and Advances to Governments**	63,17,87,000
		Loans and Advances to :—	
		(i) Scheduled Banks†	36,27,98,000
		(ii) State Co-operative Banks††	116,91,79,000
		(iii) Others	1,79,70,000
		Investments	215,39,70,000
		Other Assets	32,28,58,000
Rupees	593,30,14,000	Rupees	593,30,14,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 7,78,15,000 advanced to scheduled banks against usance bills under section 17(4) (c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 10th day of June, 1964,

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 5th day of June 1964

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	27,20,69,000		Gold Coin and Bullion :—		
Notes in circulation	2549,52,56,000		(a) Held in India	117,76,10,000	
Total Notes issued		2576,73,25,000	(b) Held outside India . . . .	..
			Foreign Securities	98,45,69,000	
			TOTAL		216,21,79,000
			Rupee Coin		98,24,79,000
			Government of India Rupee Securities		2262,26,67,000
			Internal Bills of Exchange and other . . . .		..
			Commercial paper . . . .		..
TOTAL LIABILITIES		2576,73,25,000	TOTAL ASSETS		2576,73,25,000

Dated the 10th day of June, 1964.

P. C. BHATTACHARYA,
Governor.

No. F. 3(2)-BC/64.]

New Delhi, the 20th June 1964

S.O. 2194.—Statement of the Affairs of the Reserve Bank of India, as on the 12th June, 1964

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up	5,00,00,000	Notes	22,53,29,000
Reserve Fund	80,00,00,000	Rupee Coin	2,68,000
National Agricultural Credit (Long Term Operations) Fund	73,00,00,000	Small Coin	2,70,000
National Agricultural Credit (Stabilisation) Fund	8,00,00,000	National Agricultural Credit (Long Term Operations) Fund	
		(a) Loans and Advances to :—	
		(i) State Governments	28,30,56,000
		(ii) State Co-operative Banks	8,36,18,000
		(iii) Central Land Mortgage Banks . . . . .	..
		(b) Investment in Central Land Mortgage Bank Debentures	4,02,83,000
Deposits :—		National Agricultural Credit (Stabilisation) Fund	
(a) Government		Loans and Advances to State Co-operative Banks . . . . .	..
(i) Central Government	51,10,03,000	Bills purchased and Discounted :—	
(ii) State Governments	17,39,14,000	(a) Internal . . . . .	..
(b) Banks		(b) External . . . . .	..
(i) Scheduled Banks	81,71,52,000	(c) Government Treasury Bills	48,96,39,000
(ii) State Co-operative Banks	2,64,47,000	Balances held Abroad*	8,44,66,000
(iii) Other Banks	15,82,000	Loans and Advances to Governments**	45,19,86,000
(c) Others	162,18,73,000	Loans and Advances to :—	
Bills Payable	40,39,33,000	(i) Scheduled Banks†	18,15,63,000
Other Liabilities	76,23,09,000	(ii) State Co-operative Banks††	120,17,12,000
		(iii) Others	1,93,70,000
		Investments	258,89,79,000
		Other Assets	32,76,74,000
	Rupees		Rupees
	597,82,13,000		597,82,13,000

*Includes Cash and Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

† Includes Rs. 5,27,15,000 advanced to scheduled banks against usance bills under Section 17(4) (c) of the Reserve Bank of India Act.

†† Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 17th day of June 1964.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 12th day of June, 1964

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	22,53,29,000		Gold Coin and Bullion :—		
Notes circulation	2553,98,28,000		(a) Held in India	117,76,16,000	
			(b) Held outside India . . . . .	..
Total Note issued		2576,51,57,000	Foreign Securities	98,45,69,000	
			TOTAL		216,21,79,000
			Rupee Coin		98,07,91,000
			Government of India Rupee Securities		2262,21,87,000
			Internal Bills of Exchange and other commercial paper . . . . .		..
TOTAL LIABILITIES		2576,51,57,000	TOTAL ASSETS		2576,51,57,000

Dated the 17th day of June 1964.

P. C. BHATTACHARYA,
Governor.

[No. F. 3(2)-BC/64.]

A. J. BAKSI, Jt. Secy.

(Department of Revenue and Company Law)

New Delhi, the 22nd June 1964

S.O. 2195.—In exercise of the powers conferred by sub-rule (2) of rule 126F read with rule 126X of the Defence of India Rules, 1962, and in supersession of this Ministry's Notification No. S.O. 127, dated the 10th January, 1963, published at pages 17—19 of the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 10th January, 1963, the Central Government hereby directs that the further return referred to in clause (d) of sub-rule (1) of rule 126F of the said rules, shall be made at monthly intervals, within a period of seven days, from the end of the month in respect of which such return is made, in the following forms, namely:—

Monthly return of receipt, issue and stock of gold in respect of a licensed dealer
[Rule 126F(1) (d)]

Gold Series No. 13

Code No.....

Range.....

Serial Number of return.....

Circle.....

Division.....

Month..... Year.....

To

The Superintendent of Central Excise,

Name and address of the dealer.....

Licence No.....

Description	Opening Balance (in grammes)	Quantity received (in grammes)	Quantity issued (in grammes)	Balance (in grammes)	REMARKS
1	2	3	4	5	6
Ornaments					
Other than Ornaments					
TOTAL					

I/We declare that to the best of my/our knowledge and belief the information furnished above is true and complete and that no other quantity of gold is lying anywhere wholly or partially in my/our ownership, possession, custody or control.

Place.....Signature(s) of

Date.....declarant(s)

Copy received on.....

Copy returned to the
dealer on.....

Place.....

Date.....

Seal.....

Signature of the authorised officer.

Designation.

INSTRUCTIONS

1. All weights to be expressed in terms of grammes and in pure gold (24 carats).

2. The return should be made in triplicate. One copy of the return duly signed and sealed by the Superintendent of Central Excise shall be returned to the dealer as evidence of the return made by the dealer.

3. The return should be submitted even if there was no transaction and within seven days after the close of each month.

Monthly return of receipt, issue and stock of gold in respect of a licensed refiner
[Rule 126 F(1) (d)]
Gold Series No. 14

Code No..... Range.....
Serial Number of return..... Circle.....
Division.....
Month..... Year.....

To

The Superintendent of Central Excise,
.....

Name and address of the refiner
Licence No.....

Opening balance (in grammes)	Quantity received (in grammes)	Quantity issued (in grammes)	Balance (in grammes)	REMARKS
1	2	3	4	5

I/We declare that to the best of my/our knowledge and belief the information furnished above is true and complete and that no other quantity of gold is lying anywhere wholly or partially in my/our ownership, possession, custody or control.

Place.....

Date.....

Signature(s) of declarant(s)

Copy received on

Copy returned to the refiner

on.....

Place.....

Date.....

Seal.....

Signature of the authorised officer.

Designation.

INSTRUCTIONS

1. All weights to be expressed in terms of grammes and in pure gold (24 carats).

2. The return should be made in triplicate. One copy of the return duly signed and sealed by the Superintendent of Central Excise shall be returned to the refiner as evidence of the return made by the refiner.

3. The return should be submitted even if there was no transaction and within seven days after the close of each month.

[No. F. 39/3/63-GC-I(1).]

S.O. 2196.—In exercise of the powers conferred by sub-rule (1) of rule 126G read with rule 126X of the Defence of India Rules, 1962, and in supersession of this Ministry's notification No. S.O. 128, dated the 10th January, 1963, published at pages 20-21 of the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 10th January, 1963, the Central Government hereby directs that the accounts referred to in the said sub-rule shall be kept in the forms and in the manner specified below:

Provided that if a licensed dealer or refiner maintains accounts in any other form which contains substantially the particulars required in the appropriate form below and desires that the former should be accepted, the licensing authority may, on receipt of an application with such request, accept by order in writing such other form.

Entry Book of Dealer

[Rule 126 G(1)]

Gold Series No. 15

Name and address..... Range

Licence No..... Circle.....

Description

Purity

RECEIPT

Date	Sale/ Purchase Voucher No.	Licence No, Permit No, Decln. No. & Date	Name and address of person from whom re- ceived/purchas- ed	of articles	Gross Weight (in grammes)	Weight of gold exclud- ing stones and other materials (in grammes)
1	2	3	4	5	6	7

Issue				Balance				REMARKS.
Name and address of person to whom given/ sold.	Number of arti- cles.	Gross weight (in grammes)	Weight of gold excluding stones & other materials (in gram- mes).	Number of arti- cles.	Gross weight (in gram- mes).	Weight of gold excluding stones & other materials (in gram- mes).	Loss in manufac- ture or melting (in gram- mes).	
8	9	10	11	12	13	14	15	16

INSTRUCTIONS

(1) The description of gold should refer to the shape or form of the gold or ornament as the case may be. The purity of each should be expressed in terms of carats (100% purity being 24 carats).

(2) On the close of the last day of each month, the total of columns (7) and (11) should be struck and the weight in terms of 24 carat gold noted below these entries.

Entry Book of Refiner

[Rule 126 G(1)]

Gold Series No. 16

Name and address..... Range.....

Licence No..... Circle.....

Date	Sale or purchase voucher No.	Licence No. Permit or Declaration No. & Date	Receipt				
			Name and address of person from whom received/purchased	Description	Number of articles	Purity	Net weight of gold (in grammes).
1	2	3	4	5	6	7	8

Issue					Balance			REMARKS.
Name and address of person to whom given/sold	Description	No. of articles	Purity	Net weight of (gold in grammes).	Loss/gain in refining (in grammes).	No. of articles	Weight (in grammes).	
9	10	11	12	13	14	15	16	17

INSTRUCTIONS

(1) The description of gold should refer to the shape or form of the gold or ornament as the case may be. The purity of each should be expressed in terms of carats (100% purity being 24 carats).

(2) The record may be maintained in the above form or with separate pages allotted for each description and purity of gold; in that case, columns 5, 7, 10 and 12 may be deleted.

[No. F. 39/3/63-GC I(2).]

S.O. 2197.—In exercise of the powers conferred by rule 126T read with rule 126 X of the Defence of India Rules, 1962, the Central Government hereby issues the following directions, namely:—

Every licensed dealer and refiner shall maintain vouchers containing a true record of all gold received by him or issued by him. The vouchers shall be in duplicate and serially numbered, new series of numbers being used for each calendar year. Books containing blank vouchers shall be presented to the Inspector of Central Excise, having jurisdiction over the premises of the dealer or refiner, for affixing his initials or stamp on each voucher before the books are brought into use. The duplicate shall be retained by the licensed dealer

or refiner and the original given to the seller or buyer of the gold, as the case may be.

Each voucher shall contain the following particulars:—

- (a) Date of receipt/issue.
- (b) Name, address and licence No. if any, of the seller/purchaser.
- (c) Description, purity of gold content, gross weight and net weight of the ornament/article/any other form of gold.
- (d) Signature of the seller/purchaser.

[No. F. 39/3/63-GC I(3).]

B. D. PANDE, Addl. Secy.

RESERVE BANK OF INDIA,

Central Office, Bombay

Bombay, the 4th June 1964

Destruction of Records (Public Debt Office) Amendment Rules, 1964

S.O. 2198.—In exercise of the powers conferred by sub-section (1) of section 3 of the Destruction of Records Act, 1917 (5 of 1917), read with the Order of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 59, dated the 5th January, 1959, I, the undersigned, with the previous approval of the Central Government, hereby make the following rules to amend the Destruction of Records (Public Debt Office) Rules, 1959, published with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 1672 dated the 8th April, 1959, namely:—

1. These rules may be called the Destruction of Records (Public Debt Office) Amendment Rules, 1964.

2. In the Schedule to the Destruction of Records (Public Debt Office) Rules, 1959, after Serial No. 95 and the entries relating thereto, the following shall be added, namely:—

- | | |
|--|--------------|
| “96. Pass Book maintained by the Cancellor. | .. 1 year |
| 97. Rough Jotting Book recording the daily sectional transactions. | .. 1 year |
| 98. General Scroll Book containing entries of vouchers passed on to the Ledger Section. | .. 2 years |
| 99. Index Register of encasement and encasement cancellation advices issued to Treasury/Sub-Treasury Officers (Form P.D.O. 115). | .. 10 years” |

[No. F.5(6)-W&M/62.]

S. D. DESHMUKH, Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 16th June 1964

S.O. 2199.—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961), The Central Board of Direct Taxes hereby makes the following further amendments in the Schedule appended to its Notification S.O. 1619 (No. 26-Income-tax dated 7th May 1964) dated 16th May 1964, namely:—

In the said schedule against “Berhampur” range, under Col. 2, the following entries shall be substituted, namely:—

1. Berhampur Circle, Berhampur.
2. Titlagarh Circle, Titlagarh.
3. Puri Circle, Puri.
4. Salaries Circle, Puri.
5. Salaries Circle, Bhubneshwar.

[No. 41(F.No.50/3/64-ITJ).]

J. RAMA IYER, Under Secy.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BANGALORE**CENTRAL EXCISES***Bangalore, the 3rd May 1964*

S.O. 2200.—In exercise of the powers under rule 5 of Central Excise Rules, 1944, the undersigned hereby empowers the Assistant Collectors of Central Excise in this Collectorate to exercise within their respective jurisdiction the powers of Collector under proviso to para 5 of the appendix to Rule 12A of Central Excise Rules, 1944 to condone delays in presentation of claims upto a period of 15 days after the expiry of the three months from the date of export.

[No. 3/64]

A. K. ROY, Collector.

THE BOMBAY CENTRAL EXCISE COLLECTORATE**CENTRAL EXCISES***Bombay, the 10th June 1964*

S.O. 2201.—In exercise of the powers conferred on me under Rule 5 of the Central Excise Rules, 1944, I empower the Assistant Collector of Central Excise (Refunds) Bombay, to exercise the powers of the Collector under sub-rules (6), (7), (9) and (15) of Rule 191-A of the Central Excise Rules, 1944, within the jurisdiction of the Bombay Central Excise Collectorate.

[No. CER-5/3/64.]

S. P. KAMPANI, Collector.

MINISTRY OF INTERNATIONAL TRADE**(Office of the Jt. Chief Controller of Imports & Exports)****ORDER***Bombay, the 6th May 1964*

S.O. 2202.—Whereas M/s. Mehta Industries, Shanti Bhuvan, Paddhari, Gujarat State, or any Bank or any other person have not come forward furnishing sufficient cause, against Notice No 1/28/64/CDN. II, dated 14th February, 1964, proposing to cancel the following licences granted to the said M/s. Mehta Industries, Shanti Bhuvan, Paddhari, Gujarat State, by the Joint Chief Controller of Imports and Exports, Bombay, the Government of India in the Ministry of International Trade, in exercise of powers conferred in Clauses No. 9(c) and 9(cc) of the Imports (Control) Order, 1955 read with the Imports (Control) 3rd Amendment Order, 1964 hereby cancel the said licences issued to the said M/s. Mehta Industries, Shanti Bhuvan, Paddhari, Gujarat State:—

Serial No.	Licence No. and date	Value	Item	Country
		Rs.		
1	P/SS/1515317/C/XX/18/C-R/ 17-18, dated 6-11-1963.	30,600	Cellulose Nitrate	G.C.A.
2	P/SS/1515318/C/XX/18/C-R/ 17-18, dated 6-11-1963	11,592	Cellulose Acetate Butyrate Mould- ing Powder.	G.C.A.

[No. 1/28/64/CDN. II.]

N. BANERJI, Dy. Chief Controller.

MINISTRY OF STEEL AND MENES**(Department of Iron and Steel)***New Delhi, the 16th June 1964*

S.O. 2203/ESS.COMM[IRON AND STEEL-2(c)/AM(2).—In exercise of the powers conferred by sub-clause (c) of clause 2 of the Iron and Steel (Control) Order, 1956, the Central Government hereby directs that the following amendment shall be made to the Notification of the Government of India, in the Ministry of Steel, Mines & Heavy Engineering, No. S.O. 1525/ESS.COMM/IRON AND STEEL-2(c), dated the 29th April, 1964, namely:—

In the Schedule annexed to the said Notification, in columns 2 and 3 thereof, against 'OTHERS', the following entries shall be added, namely:—

2	3
75 Managing Director, Garden Reach Workshops Ltd., Calcutta	4 & 5
76 Managing Director, Mazagon Dock Ltd., Bombay	4 & 5

[No. SC(A)-2(1)/64.]

A. N. RAJAGOPALAN, Under Secy.

(Department of Mines and Metals)*New Delhi, the 16th June 1964*

S.O. 2204.—In exercise of the powers conferred by sub-section (1) of section 15 of the Coal Mines (Conservation and Safety) Act, 1952 (12 of 1952), read with rule 20 of the Coal Mines (Conservation and Safety) Rules, 1954, the Central Government hereby appoints Shri O. H. Senior, Chief Mining Engineer of Messrs Bird & Co., (P) Ltd., as member of the Technical Advisory Committee (Mining) *vice* Shri A. A. Beard, and makes the following amendment in the notification of the Government of India in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) No. S.O. 36, dated the 20th December, 1963, namely:—

In the said notification, in the entry against item 5, for the words and letters "Shri A. A. Beard", the words and letters "Shri O. H. Senior", shall be substituted.

[No. C5-4(4)/63.]

N. LAKSHMAN RAU, Dy. Secy.

(Department of Mines and Metals)*New Delhi, the 20th June. 1964*

S.O. 2205.—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. 2070, dated the 29th June, 1962, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 355 acres or 144/18 hectares in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7, the Central Government hereby specifies a further period of one year commencing from the 29th September, 1964, as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

SCHEDULE

Drawing No. Rev./157/61, dated 20-11-1961
(Block I)

BOKARO COALFIELD

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1	Sawang	Gomia	107	Hazaribagh		Part.
2	Armo	Nawadih	11	Hazaribagh		Part.
3	Gobindpur	Nawadih	15	Hazaribagh		Part.
Total Area : 355.00 acres (Approx.) or 144.18 hectares.						

Boundary Description

- A-B. line passes through village Sawang meeting at point 'B'.
 B-C. line passes for some portion along the common boundary of villages Sawang and Sasbera upto the middle point of River Kunar, then for some portion through River Kunar and left bank of River Kunar i.e., through village Armo, meeting at point 'C'.
 C-D. line passes along the left bank of River Kunar i.e., through villages Armo & Gobindpur, meeting at point 'D'.
 D-E. line passes through River Kunar upto middle point i.e., through village Gobindpur, meeting at point 'E'.
 E-A. line passes for some portion through river Kunar (which is also through village Sawang) and then through village Sawang meeting at point 'A'.

[No. C2-20(17)/62.]

S.O. 2206.—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. 2073, dated the 29th June, 1962, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 1,600 acres or 648.82 hectares in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7 the Central Government hereby specifies a further period of one year commencing from the 29th September, 1964, as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

SCHEDULE

Drawing No. Rev./157/61, dated 20-11-1961
(Block II)

BOKARO COALFIELD

Sl. No.]	Village	Thana	Thana No.	District	Area	Remarks
1	Hazari	Gomia	112	Hazaribagh		Part.
2	Palani	"	119	"		Part.
3	Bandh	"	118	"		Part.
4	Mahlibandh	"	113	"		Part.
5	Gobindpur	Nawadih	15	"		Part.
6	Bermo	"	18	"		Part.
7	Jaridih	"	19	"		Part.
8	Borea	"	115	"		Part.
Total area :					1600 acres (Approx.)	
or					648.82 hectares.	

Boundary Description

- F-G. line passes through village Hazari meeting at point 'G'.
- G-H. line passes through village Hazari, for some portion through River Kunar (which is also through village Hazari) meeting at point 'H'.
- H-E. line passes along the Central line of River Kunar meeting at point 'E'.
- E-D. line passes through River Kunar upto point 'D' i.e., through village Gobindpur.
- D-I. line passes along the left Bank of River Kunar i.e., through village Gobindpur, meeting at point 'I'.
- I-J. line passes along the Railway line i.e., through village Gobindpur, Bermo and Jaridih, meeting at point 'J'.
- J-K. line passes through village Jaridih, for some portion through River Bokaro (which is also through village Jaridih) and meeting at Central Line of River at point 'K'.
- K-L. line passes along the Central line River Bokaro and meeting at point 'L'.
- L-M. line passes through River Bokaro i.e., through village Borea meeting at point 'M'.
- M-N. line passes along the Right Bank River Bokaro i.e., through villages Borea, Mahlibandh, Bandh, Palani and meeting at point 'N'.
- N-O. line passes through River Bokaro i.e., along the common boundary of villages Palani and Saram, meeting at the Central Line of River Bokaro at point 'O'.
- O-P. line passes along the Central line of River Bokaro meeting at point 'P'.
- P-F. line passes along the common boundary of villages Hazari and Khudgara, meeting at point 'F'.

[No. C2-20(17)/62.]

S.O. 2207.—Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S.O. 2071, dated the 29th June, 1962, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 35 acres or 14.15 hectares in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto;

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7, the Central Government hereby specifies a further period of one year commencing from the 29th September, 1964, as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

SCHEDULE

(Block III)

Drawing No. Rev/157/61,
dated 20-11-61.

BOKARO COALFIELD

Sl. No.	Village	Thana	Thana No.	District	Area	Remarks
1	Jatangdih	Nawadih	116	Hazaribagh		Part.
Total Area :					35.00 acres (Approx.)	
or					14.15 hectares.	

Boundary Description

- Q-R line passes through village Jarangdih meeting at point 'R'
- R-S line passes along the Central line of River Damodar meeting at point 'S'
- S-T line passes along the common boundary of villages Kathara and Jarangdih, and meeting at point 'T'
- T-Q line passes along the common boundary of villages Borea and Jarangdih, meeting at point 'Q'

[No C2-20(17)/62]

S.O. 2208 —Whereas by the notification of the Government of India in the late Ministry of Mines and Fuel S O 2072 dated the 29th June, 1962 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in lands measuring 50 acres or 20.26 hectares in the locality specified in the Schedule appended to that notification and reproduced in the Schedule appended hereto,

And whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given,

Now, therefore in exercise of the powers conferred by the said sub-section (1) of section 7 the Central Government hereby specifies a further period of one year commencing from the 29th September, 1964 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands

SCHEDULE

(Block IV)

Drawing No. Rev./157/61,
dated 20.11.61

BOKARO COALFIELD

Sl. No.	Village	Thana	Thana No	District	Area	Remarks
1	Baidkaro	.	Nawadih	20	Hazaribagh	Part.
2	Kargali	.	"	66	"	Part.
3	Phusro	.	"	67	"	Part
Total Area					50.00 acres (Approx.)	
or					20.26 hectares.	

Boundary Description

- U—V line passes along left bank of River Damodar i.e. through villages Baidkaro Kargali Phusro meeting at point 'V'
- V—W line passes through River Damodar i.e. through village Phusro meeting at point 'W'
- W—X line passes along the Central line of River Damodar meeting at point 'X'
- X—U line passes through River Damodar i.e. through village Baidkaro, meeting at point 'U'

[No C2-20(17)/62]

New Delhi, the 2nd June 1964

S.O. 2209.—Whereas in pursuance of the notification No. 2977, dated the 8th December, 1961, of the Government of India in the late Ministry of Steel, Mines and Fuel (Department of Mines and Fuel) under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired the right to mine, quarry, bore, dig and search for win, work and carry away minerals in lands measuring 625.73 acres in villages, Sawardih, Sutikdih, Sudamdih, Gorigram, Chhtatanr and Bhojudih;

And whereas M/s. East Indian Coal Company Limited the interested party, whose mining lease has been acquired, have under section 13 of the said Act, furnished their claim for compensation for acquisition of their mining lease before the competent authority;

And whereas the amount of compensation payable under the said Act could not be fixed by agreement.

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri R. P. Sinha, Additional Judicial Commissioner, Ranchi, for the purpose of determining the amount of compensation.

[No. C2-20(8)/64.]

S.O. 2210.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel Mines and Fuel (Department of Mines and Fuel), S.O. 1619, dated the 22nd May, 1962, under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government acquired 1081.91 acres of lands in villages Paonara (Paonsara), Tolsar (Talsera), Gajra, Gordewa (Ghordewa) Mogra, Banki, Purena, Mandwadhore, Rohina, Bhairotal, Tahsil Kathghora, District Bilaspur;

Whereas S/Shri Mathura Prasad, Lachmi Prasad and Durga Prasad of Villages Mogra, Tahsil Kathghora, District Bilaspur, the interested persons under section 13 of the said Act furnished their claims for compensation payable for acquisition of their lands before the competent authority;

And whereas the amount of compensation payable to them under the said Act could not be paid owing to dispute as to the title to receive it and also the apportionment thereof;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 14 of the said Act the Central Government hereby constitutes a Tribunal consisting of Shri M. Z. Hasan, District and Sessions Judge, Bilaspur and refers the dispute to the said Tribunal.

[No. C2-22(1)/62]

A. NABAR, Under Secy.

MINISTRY OF STEEL, MINES AND HEAVY ENGINEERING

(Department of Mines and Metals)

ERRATUM

New Delhi, the 19th June 1964

S.O. 2211.—In the notification of the Government of India, in the Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) No. S.O. 1283, dated the 25th March, 1964, published on pages 1514 and 1515, in Part II Section 3 Sub-Section (ii) of the Gazette of India dated the 11th April, 1964;

at page 1515, in line 9, for "Fainagar" read "Jainagar".

[No. C2-20(11)/63.]

A. NABAR, Under Secy.

MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

New Delhi, the 15th June 1964

S.O. 2212.—In exercise of the powers conferred by Section 3 of the Agricultural Produce (Grading & Marking) Act, 1937 (1 of 1937) the Central Government hereby makes the following rules, the same having been previously published as required by the said section namely:—

THE GARLIC GRADING AND MARKING RULES, 1964

1. Short title and application.—(1) These rules may be called the Garlic Grading and Marking Rules, 1964.

(2) They shall apply to garlic (*Allium sativum* L.) produced in India.

2. Definitions.—In these rules:—

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India.

(2) "damage" in relation to Garlic means any injury or defect which materially affects the appearance or the edible or the shipping quality of the individual bulb of the lot, and includes one or more of the following, namely:—

(a) dirt or stain, that is to say, anything which affects the appearance to an extent greater than 15 per cent of the bulbs in a lot;

(b) sprouting, that is to say, development of visible sprouts on the bulbs;

(c) Sun-burn, that is to say, discolouration due to exposure to the sun when there is no injury to the tissue;

(d) sunscald, that is to say, softening of the tissue due to exposure to the sun;

(e) tops, that is to say, lengths of the tops of garlic not trimmed to less than 5.0 cms.;

(3) "diameter" in relation to garlic means the greatest dimension of the garlic bulb taken at right angles to the straight line running from the stem to the root end;

(4) "mature, thoroughly cured and dried" in relation to garlic means bulbs having reached that stage of development at which the garlic is firm and sufficiently dried so as not to be soft and spongy; and

(5) "Schedule" means a Schedule appended to these rules.

3. Grade designations.—The grade designations to indicate the quality of garlic shall be as set out in column (1) of Schedules II to V.

4. Definition of quality.—The quality indicated by the grade designations shall be as set out against each grade designation in Schedules II to V.

5. Grade designation mark.—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an outline map of India with the word 'AGMARK' and the figure of the rising sun with the words 'Produce of India' and **भारतीय उत्पाद** resembling the one as set out in Schedule I.

6. Method of marking.—(1) The grade designation mark shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser.

(2) In addition to the grade designation mark, each container shall be clearly marked with such particulars and in such a manner as may be specified by the Agricultural Marketing Adviser.

(3) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container, in a manner approved by the said officer, provided that the private trade mark does not represent quality or grade of garlic different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. Method of packing.—(1) Only sound, clean and dry containers made of jute, wooden crates, netting, bamboo baskets and palm-leaf baskets shall be used for packing. They shall be free from any insect infestation or fungus contamination and also from any undesirable smell.

(2) The containers shall be securely closed and sealed in a manner approved by the Agricultural Marketing Adviser.

(3) Each package shall contain garlic of one grade designation only.

8. Special conditions of certificate of authorisation.—(1) In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following shall be the conditions of every Certificate of Authorisation issued for the purpose of these rules, namely:—

(i) An authorised packer shall make such arrangements for testing garlic, as may be prescribed from time to time by the Agricultural Marketing Adviser.

(ii) An authorised packer shall provide all facilities to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser, for sampling, testing and such other matter as may be specified by the Agricultural Marketing Adviser.

SCHEDULE I

(See rule 5)

Design for the Grade designation mark.



NOTE.—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

SCHEDULE II
(See rules 3 and 4)

Grade designations and definition of quality of Poona/Nasik garlic (*Allium sativum* L.)

Grade designation	Special Characteristics.	General Characteristics
	Size (Diameter) in mm. (Min.)	
1	2	3
Big	30	The bulbs shall:
Medium	25	(1) have a reasonably uniform shape, colour and pungency characteristics of the variety/type;
Small	10	(2) be mature, thoroughly cured and dried;
Mixed	Different sizes of a variety, not below 10 mm.	(3) be compact with cloves well filled and fairly plump;
		(4) be free from damage caused by moulds, decay, shattered cloves, dirt or stain, sunburn, sunscald, cuts, sprouting, tops, roots, diseases, insects, mechanical or other injuries; and
		(5) be fairly well enclosed in their outer sheath.

NOTE:—

1. Tolerance for size For accidental errors in sizing not more than 5 per cent by weight may be of the next lower grade.
 2. Tolerance for requirements in respect of General Characteristics. To allow for variations other than size, incidental to proper grading and handling, not more than 10 per cent, by weight of garlic, in any container may be below the requirements specified under General Characteristics but not more than a total of 1/5th of this tolerance or 2 per cent shall be allowed for garlic which is affected by decay.
- *Mixed.—This grade may be packed against a 'Firm Order' only.

SCHEDULE III
(See rules 3 and 4)

Grade designations and definition of quality of Madurai plain garlic (*Allium sativum* L.).

Grade designation	Size (Diameter) in mm. (Minimum)	General Characteristics
1	2	3
Big	20	The bulbs shall:
Medium	15	1. have reasonably uniform shape, colour and pungency characteristic of the variety/type;
Small	10	2. be mature, thoroughly cured and dried;
Mixed	Different sizes, not below 10 mm.	3. be compact with cloves well filled and fairly plump;
		4. be free from damage caused by moulds, decay, shattered cloves, dirt or stain, sunburn, sunscald, cuts, sprouts, tops, roots, diseases, insects, mechanical or other injuries; and
		5. each bulb shall be fairly well enclosed in its outer sheath.

NOTE:

1. Tolerance for size For accidental errors in sizing not more than 5 per cent by weight may be of next lower grade.
 2. Tolerance for requirements in respect of General Characteristics. To allow for variations other than size, incident to proper grading and handling and not more than 10 per cent by weight of garlic in any container may be below the requirements specified under General Characteristics but not more than a total of 1/5th of this tolerance or 2% shall be allowed for garlic which is affected by decay.
- *Mixed—This grade is provided to cover export of consignments against a 'Firm Order' only.

SCHEDULE IV

(See rules 3 and 4)

Grade designation and definition of quality of Madurai Hill garlic (** Smoked/unsmoked)
(*Allium sativum* L.)

Grade designation	Size (Diameter) in mm. (Minimum)	General Characteristics
1	2	3
Big.	35	The bulbs shall
Medium	25	1. have reasonably uniform shape, colour and pungency characteristic of the variety/type;
Small	10	2. be mature, thoroughly cured and dried;
Mixed	Different sizes, not below 10mm.	3. be compact with cloves well filled and fairly plump;
		4. be free from damage caused by moulds, decay, shattered cloves, dirt or stain, sunburn, sunscald, cuts, sprouts, tops, roots, diseases, insects, mechanical or other injuries, and
		5. each bulb shall be fairly well enclosed in its outer sheath.

NOTE :

1. Tolerance for size: For accidental errors in sizing not more than 5 per cent by weight may be of the next lower grade.
 2. Tolerance for requirements in respect of General Characteristics: To allow for variations other than size, incidental to proper grading and handling not more than 10% by weight of garlic in any container may be below the requirements specified under General Characteristics but not more than a total of 1/5th of this tolerance or 2% shall be allowed for garlic which is affected by decay.
- *Mixed . . . This grade may be packed against a 'Firm Order' only.
 **Smoked/Unsmoked . . . The fact whether the bulbs are smoked or unsmoked would be indicated on the labels.

SCHEDULE V

(See rules 3 and 4)

Grade designations and definition of quality of Jamnagar garlic (*Allium sativum* L.)

Grade designation	Size (diameter) in mm. (Minimum)	General Characteristics
1	2	3
Big.	35	The bulbs shall
Medium.	25	1. have reasonably uniform shape, colour and pungency characteristics of variety/type;
Small	12	2. be mature, thoroughly cured and dried;
*Mixed.	Different sizes, not below 12 mm.	3. be compact with cloves well filled and fairly plump;
		4. be free from damage caused by moulds, decay, shattered cloves, dirt or stain, sunburn, sunscald, cuts, sprouts, tops, roots, diseases, insects, mechanical or other injuries, and
		5. each bulb shall be fairly well enclosed in its outer sheath

NOTE:

1. Tolerance for size: For accidental errors in sizing not more than 5% by weight may be of the next lower grade.
 2. Tolerance for requirements in respect of General Characteristics: To allow for variation other than size incidental to proper grading and handling not more than 10% by weight of garlic in any container may be below the requirements specified under General Characteristics but not more than a total of 1/5th of this tolerance, or 2% shall be allowed for garlic which is affected by decay.
- *Mixed . . . This grade may be packed against a 'Firm Order' only.
 (No. F. 17-19/63-AM.)

S.O. 2213.—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following rules, the same having been previously published as required by the said section, namely:—

THE ONIONS GRADING AND MARKING RULES 1964

1. **Short title and application.**—(1) These rules may be called the Onions Grading and Marking Rules, 1964.

(2) They shall apply to Onions (*Allium cepa* L.) produced in India.

2. **Definitions.**—In these rules—

(1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India.

(2) "bottlenecks" in relation to onions, means onion-bulbs which have abnormally thick necks.

(3) "damage" in relation to onions means any injury or defect which materially affects the appearance of the lot or the edible or shipping quality of the individual onion, and includes one or more of the following, namely:—

(a) "dry sunscald," that is to say, any injury which is more than slight and is readily apparent without peeling the onions;

(b) "mechanical injury", that is to say, any cut extending deeper than two fleshy scales or cuts which seriously damage the appearance of the onion;

(c) "seed-stems", that is to say, stems that are tough or woody or more than 6 mm. in diameter;

(d) "sprouting", that is to say, development of visible sprouts on the bulbs;

(e) "staining", that is to say, any discolouration caused by weathering or other means to seriously affect the appearance of the individual onions;

(f) "sunburn", that is to say, any development of dark green colour affecting the area equivalent to that of a circle of 2.5 cm. in diameter on an onion of 7.0 cm. in diameter or correspondingly smaller or larger area or medium to light green colour affecting more than 10 per cent of the surface of the onion; and

(g) "tops", that is to say, onions which are trimmed to more than 5.0 cm., percentage of such onions in a lot being not more than 20 per cent.

(4) "diameter" in relation to onions means the greatest dimension of the onion bulb taken at right angles to the straight line running from the stem to the root and;

(5) "doubles" in relation to onions means onions which have developed more than one distinct bulb with or without its outer clinging stem, joined only at the base;

(6) "mature bulb" means bulbs which have been harvested when all the tops are down to a stage of development at which onions are firm;

(7) "reasonably firm" in relation to onions means that the onions may yield to slight moderate pressure but are not tangibly soft or spongy, and

(8) "Schedule" means a Schedule appended to these rules.

3. **Grade designation.**—The grade designations to indicate the quality of onions shall be as set out in column (1) of Schedule II to VI.

4. **Definition of quality.**—The quality indicated by the grade designations shall be as set out against each grade designation in Schedules II to VI.

5. **Grade designation mark.**—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an outline map of India with the word 'AGMARK' and the figure of the rising sun, with the words 'Produce of India' and *भारतीय उत्पाद* resembling the one as set out in Schedule I

6. **Method of marking.**—(1) The grade designation mark shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser.

(2) In addition to the grade designation mark, each container shall be clearly marked with such particulars and in such a manner as may be specified by the Agricultural Marketing Adviser.

(3) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private trade mark on a container in a manner approved by the said Officer, provided that the private trade mark does not

represent Quality or grade designation mark affixed to the container in accordance with these rules.

7. Method of packing.—(1) Only sound, clean and dry containers made of jute, wooden crates, netting, bamboo baskets and palm-leaf baskets shall be used for packing. They shall be free from any insect infestation or fungus contamination and also free from any undesirable smell.

(2) The container shall be securely closed and sealed in a manner approved by the Agricultural Marketing Adviser.

(3) Each package shall contain onions of one grade designation only.

8. Special conditions of certificate of authorisation.—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following shall be the conditions of every Certificate of Authorisation issued for the purpose of these rules, namely:—

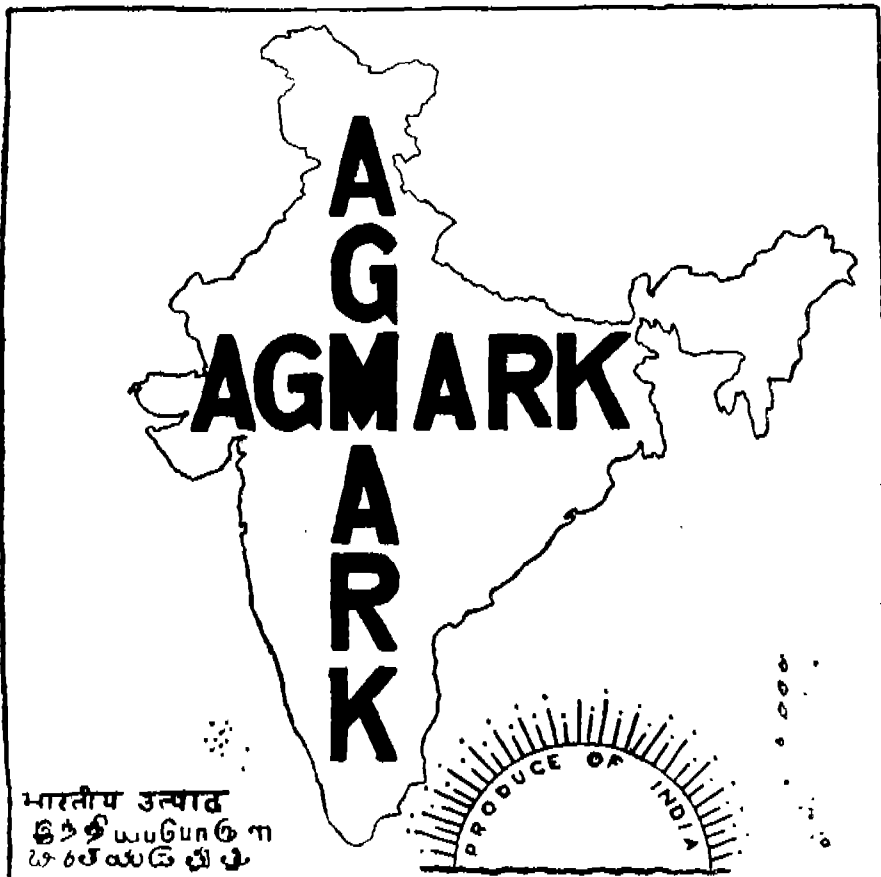
(i) An authorised packer shall make such arrangements for testing onions as may be prescribed, from time to time by the Agricultural Marketing Adviser.

(ii) An authorised packer shall provide all facilities to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser for sampling, testing and such other matters as may be specified by the Agricultural Marketing Adviser.

SCHEDULE I

(See rule 5)

Design for the Grade designation mark



NOTE.—The Tamil and Telugu words will not occur in the label in case where commodities are graded for purpose of export.

SCHEDULE II
(See rules 3 and 4)
Grade designations and definition of quality of Nasik/Saurashtra/Bellary onions (*Allium cepa* L.)

Grade designation	Special Characteristics		General Characteristics
	Size (diameter) in mm. (Min.)	Colour	
1	2	3	4
Big.	45	Light to Rosy	The bulbs shall—
Medium	35	Do.	1. be reasonably uniform in shape, colour and pungency characteristics of the variety/type.
Small	20	Do.	2. be mature, solid in feel, reasonably firm with tough clinging skins, free from doubles and bottle-necks;
Mixed.	Different sizes of a variety, not below 20 mm.	Do.	3. be thoroughly cured and dried; and 4. be free from damage caused by seed-stem, tops, roots, moisture, dry sunscald, sunburn, sprouting diseases, insects and mechanical or other injuries and staining, dirt or other foreign material.

NOTE:—

1. Tolerance for size For accidental errors in sizing, not more than 5% by weight of the bulbs in any lot may be of next lower grade than the minimum diameter prescribed.
2. Tolerance for requirements in respect of General Characteristics. To allow for variations other than size incident to proper grading and handling not more than 10% by weight of the onions in any lot may fail to meet the requirements specified under General Characteristics including therein, not more than 2 percent for onions which are affected by decay.
- *3. Mixed— This grade may be packed against 'Firm Order' only.

SCHEDULE III
(See rules 3 and 4)
Grade designations and definition of quality of Poona Onions (*Allium cepa* L.)

Grade designation	Special Characteristics		General Characteristics
	Size (Diameter) in mm. (Min.)	Colour	
1	2	3	4
Extra Big.	60	Light to deep red.	The bulbs shall—
Big.	45	Do.	1. be reasonably uniform in shape, colour and pungency characteristic of the variety/type;
Medium.	35	Do.	2. be mature, solid in feel, reasonably firm with tough clinging skins, free from doubles, or bottle-necks;
Small.	20	Do.	3. be thoroughly cured and dried; and
*Mixed.	Different sizes, not below 20 mm.	Do.	4. be free from damage caused by seed-stems, tops, roots, moisture, dry sunscald, sun-burn, sprouting, diseases, insects and mechanical or other injuries and staining dirt or other foreign material.

NOTE:—

1. Tolerance for size— For accidental errors in sizing, not more than 5% by weight of the bulbs in any lot may be of next lower grade than the minimum diameter prescribed.
2. Tolerance for requirements in respect of General Characteristics— To allow for variations other than size, incident to proper grading and handling not more than 10 percent by weight of the onions in any lot may fail to meet the requirements specified under General Characteristics including therein, not more than 2 per cent for onions which are affected by decay.
- *Mixed— This grade may be packed against a 'Firm Order' only.

SCHEDULE IV
(See rules 3 and 4)
Grade designation and definition of quality of Dindigul or "Kar" or 'Podisu' or 'Red' onions
(*Allium cepa* L.)

Grade designation	Special Characteristics		General Characteristics
	Size (Diameter) in mm. (Minimum)	Colour	
1	2	3	4
Good.	10	Light purple to pink.	The bulbs occur in bunches or clusters of two or more, joined together at the base. 1. be reasonably uniform in shape, colour and pungency characteristics of the variety/type; 2. be mature, solid in feel, reasonably firm with tough clinging skins, free from bottlenecks; 3. be thoroughly cured and dried; and 4. be free from damage caused by seed-stems, tops, roots moisture, dry sunscald, sun-burn, sprouting, diseases, insects and mechanical or other injuries and staining, dirt or other foreign material.

NOTE:—

1. Tolerance for size:— For accidental errors in sizing, not more than 10% by weight of the bulbs may be smaller than the minimum diameter prescribed. In this case it is the smallest onion in the bunch that would be taken for measuring the diameter for the purpose of grading.
2. Tolerance for requirements in respect of General Characteristics:— To allow for variations other than size, incident to proper grading handling not more than 10% by weight of the onions in any lot may fail to meet the requirements specified under General Characteristics including therein, not more than 2 percent for onions which are affected by decay.

SCHEDULE V
(See rules 3 and 4)
Grade designations and definition of quality of Bangalore onions (*Allium cepa* L.)

Grade designation	Special Characteristics		General Characteristics
	Size (Diameter) in mm. (Min.)	Colour	
1	2	3	4
Big.	30	Light purple to purple.	The bulbs shall:
Medium	20	Do.	1. be reasonably uniform in shape, colour and pungency characteristics of the variety/type;
Small	15	Do.	2. be mature, solid in feel, reasonably firm with tough clinging skins, free from doubles, or bottlenecks;
Mixed	Different sizes, not below 15 mm.	Do.	3. be thoroughly cured and dried; and 4. be free from damage caused by seed-stems, tops, roots, moisture, dry sunscald, sun-burn, sprouting, diseases, insects and mechanical or other injuries and staining, dirt or other foreign material.

NOTE:—

1. Tolerance for size— For accidental errors in sizing, not more than 5% by weight of the bulb in any lot may be of next lower grade than the minimum diameter prescribed.
 2. Tolerance for requirements in respect of General Characteristics. To allow for variations other than size, incident to proper grading and handling, not more than 10 per cent by weight of the onions in any lot may fail to meet the requirements of the grade including therein, not more than 2 per cent for onions which are affected by decay.
- *Mixed— This grade may be packed against a 'Firm Order' only.

SCHEDULE VI

(See rules 3 and 4)

Grade designations and definition of quality of Krishnapuram (Chittv bellary) onions
(*Allium cepa* L.)

Grade designation	Special Characteristics		General Characteristics
	Size (diameter) in mm. (Min.)	Colour	
1	2	3	4
Big.	35	Light rosy to dark rosy.	The bulbs shall—
Medium.	25	Do.	1. be reasonably uniform in shape, colour and pungency characteristics of the variety/type;
Small.	15	Do.	2. be mature, solid in feel, reasonably firm with tough clinging skins, free from bottle-necks, or doubles;
*Mixed.	Different sizes, not below 15 mm	Do.	3. be thoroughly cured and dried; and 4. be free from damage caused by seed-stems, tops, roots, moisture, dry sun-scald, sun-burn, sprouting, disease, insects and mechanical or other injuries and staining, dirt or other foreign material.

NOTE:—

1. Tolerance for size— For accidental errors in sizing, not more than 5% by weight of the bulbs in any lot may be of next lower grade than the minimum diameter prescribed.
2. Tolerance for requirements in respect of General Characteristics— To allow for variations other than size, incident to proper grading and handling, not more than 10% by weight of the onions in any lot may fail to meet the requirements specified under General Characteristics including therein, not more than 2 per cent for onions which are affected by decay.
- *3. Mixed— This grade may be packed against a 'Firm Order' only.

[No. F. 17-19/63-AM.]

New Delhi, the 19th June 1964

S.O. 2214.—The following draft of the groundnuts (Grading and Marking) Rules, 1964, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after 15th July, 1964.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified, will be considered by the Central Government.

Draft Rules

1. Short Title and Application.—(1) These rules may be called the Groundnut (Grading and Marking) Rules, 1964

(2) They shall apply to groundnut pods and groundnut kernels (*Arachis hypogaea*) produced in India.

2. Definitions.—In these rules,

- (1) "Agricultural Marketing Adviser" means the Agricultural Marketing Adviser to the Government of India;
- (2) "Schedule" means a Schedule appended to these rules.

3. Grade designation.—The grade designations to indicate the quality of groundnuts (pods and kernels) shall be as set out in Schedules II to VII.

4. Definition of quality.—The quality indicated by the respective grade designations shall be as set out against each grade designation in columns 2 to 7 of Schedules II to V and columns 2 to 9 of Schedules VI and VII.

5. Grade designation mark.—The grade designation mark shall consist of a label specifying the grade designation and bearing a design (consisting of an out-line map of India with the word 'AGMARK' and the figure of the rising sun, with the words 'Produce of India' and () resembling the one as set out in Schedule I.

6. Methods of marking.—(1) The grade designation mark shall be securely affixed to each container in a manner approved by the Agricultural Marketing Adviser and shall clearly show the following particulars:

- (a) Grade designation.
- (b) Variety or trade name.
- (c) Net weight.
- (d) Date of packing.

(2) An authorised packer may, after obtaining the prior approval of the Agricultural Marketing Adviser, mark his private Trade mark on a container in a manner approved by the said Officer, provided that the private trade mark does not represent quality or grade of groundnut (pods and kernels) different from that indicated by the grade designation mark affixed to the container in accordance with these rules.

7. Method of packing.—(1) Only sound, clean and dry containers made of jute, cloth, paper, polythene or tin shall be used for packing. They shall be free from any insect infestation or fungus contamination and also free from any undesirable smell.

(2) The container shall be securely closed and sealed in a manner approved by the Agricultural Marketing Adviser.

(3) Each package shall contain groundnut (pods or kernels) of one grade designation only.

8. Special conditions of Certificate of Authorisation.—In addition to the conditions specified in rule 4 of the General Grading and Marking Rules, 1937, the following special conditions shall be observed by packers to the satisfaction of the Agricultural Marketing Adviser, namely:—

- (1) An authorised packer shall make such arrangements for testing Groundnut (pods and kernels), as may be prescribed by the Agricultural Marketing Adviser.
- (2) An authorised packer shall provide all such facilities as may be necessary to the Inspecting Officers duly authorised by the Agricultural Marketing Adviser in this behalf.

SCHEDULE I

(See rule 5)

Design for the Grade designation mark.



NOTE.—The Tamil and Telugu words will not occur in the labels in case where commodities are graded for the purpose of export.

SCHEDULE II

(See rules 3 and 4)

Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Red Natal' (*Arachis hypogaea*)

Grade designation	Special Characteristics					General Characteristics
	Maximum limit of tolerance					
	Foreign matter	Damaged pods	Shrivelled & immature pods	Pods of other varieties	Shelling% (kernels/pods) minimum	
	%	%	%	%		
1	2	3	4	5	6	7
Special	1.0	0.50	2.0	1.0	74	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Red Natal' shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.
Standard	2.0	1.00	3.5	2.0	70	
General	3.0	2.00	5.0	5.0	68	

Explanation—

1. Foreign matter means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.
2. Damaged pods are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.
3. Shrivelled and immature pods are those pods which are imperfectly developed.

NOTE.—For accidental errors a tolerance is permissible upto 0.25, 0.50 and 1.00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

SCHEDULE III

(See rules 3 and 4)

Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Bold' (*Arachis hypogaea*)

Grade designation	Special Characteristics					General Characteristics
	Maximum limit of tolerance					
	Foreign matter	Damaged pods	Shriveled and immature pods(%)	Pods of other varieties	Shelling% (Kernel/pods) minimum	
	%	%		%		
I	2	3	4	5	6	7
Special	1.0	0.5	3.0	1.0	69	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Bold' shall be of the season crop, not moist to touch, shall not show visible signs of insects and mould and shall not have excessive dirt.
Standard	2.0	1.0	3.5	2.0	66	
General	3.0	2.0	5.0	5.0	62	

Explanation—

1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.
2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.
3. "Shriveled and immature pods" are those pods which are imperfectly developed.

NOTE.—For accidental errors a tolerance is permissible upto 0.25, 0.50 and 1.00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

SCHEDULE IV

(See rules 3 and 4)

Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Coromondal' (*Arachis hypogaea*)

Grade designation	Special Characteristics					General Characteristics
	Maximum limit of tolerance					
	Foreign matter	Damaged pods	Shrivelled and immature pods	Pods of other varieties	Shelling% (kernels/pods) minimum	
	1%	1%	%	%		
1	2	3	4	5	6	7
Special . .	1.0	0.5	2.0	1.0	70	The groundnut pods shall have the characteristic shape configuration and appearance of the variety commercially known as 'Coromondal' shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt.
Standard . .	2.0	1.0	3.5	2.0	67	
General . .	3.0	2.0	5.0	5.0	64	

Explanation—

1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.
2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels material affecting the quality of the pods.
3. "Shrivelled and immature pods" are those pods which are imperfectly developed.

NOTE.—For accidental errors a tolerance is permissible upto 0.25, 0.50 and 1.00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

SCHEDULE V

(See rules 3 and 4)

Grade designations and definition of quality of groundnut pods (unshelled) known commercially as 'Peanuts'. (*Arachis hypogaea*)

Special Characteristics						
Grade designation	Maximum limit of tolerance					General Characteristics
	Foreign matter	Damaged pods	Shrivelled and immature pods	Pods of other varieties.	Shelling % (kernels/pods) minimum	
	%	%	%	%	%	
1	2	3	4	5	6	7
Special	1.0	0.5	2.0	1.0	72	The groundnut pods shall have the characteristic shape, configuration and appearance of the variety commercially known as 'Peanuts', shall be of the season's crop not moist to touch, shall not show visible signs of insects and moulds and shall not have excessive dirt
Standard	2.0	1.0	3.5	2.0	69	
General	3.0	2.0	5.0	5.0	66	

Explanation—

1. "Foreign matter" means dust, dirt, stones, lumps of earth, chaff, stem, straw or any other impurity.
2. "Damaged pods" are those pods that are damaged mechanically or by mould, weevil or any other insect attack or those showing internal discolouration of kernels materially affecting the quality of the pods.
3. "Shrivelled and immature pods" are those pods which are imperfectly developed.

NOTE.—For accidental errors a tolerance is permissible upto 0.25, 0.50 and 1.00 per cent in excess of the tolerance specified in each of the columns 2, 3 and 4 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column 5 for Special, Standard and General grades respectively.

SCHEDULE VI

(See rules 3 and 4)

Grade designations and definition of quality of kernels of groundnut commercially known as 'Red Natal'/'Peanuts' (*Arachis hypogaea*)

Grade designation	Special Characteristics							General Characteristics.
	Maximum limit of tolerance							
	Foreign matter	Damaged kernels	Slightly damaged kernels	Shriveled and immature kernels	Splits and broken kernels.	Nooks	Admixture of other varieties	
	%	%	%	%	%	%	%	
I	2	3	4	5	6	7	8	9
Special	1.0	0.5	0.5	2.0	5.0	1.0	1.0	The kernels shall be obtained from pods of the variety 'Red Natal'/'Peanuts', shall have characteristic shape, configuration and appearance of the variety, shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall be free from dirt and obnoxious smell.
Standard	2.0	1.0	1.0	4.0	10.0	2.0	2.0	
General	3.0	2.0	2.0	6.0	15.0	3.0	5.0	

Explanation :—

1. "Foreign matter" means pieces or particles of any extraneous substance other than groundnut kernels and includes unshelled nuts, if any, which have to be shelled.
2. "Damaged kernels" are those kernels which are internally discoloured, discolouration materially affecting the quality.
3. "Slightly damaged kernels" are those kernels, which are discoloured only externally or partly without affecting the quality.
4. "Shriveled and immature kernels" are those kernels which are imperfectly developed.
5. "Splits kernels" are those kernels broken into two halves lengthwise and "broken kernels" are those kernels which are smaller than splits but bigger than Nooks.
6. "Nooks" means small parts of kernels, measuring 1/16th or less of a whole kernel.

NOTE : For accidental errors tolerance is permissible upto 0.25, 0.50 and 1.00 per cent in excess of the tolerance specified in each of the columns 2, 3, 4, 5, 7 and 8 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column N 6 for Special, Standard and General grades respectively.

SCHEDULE VII

(See rules 3 and 4)

Grade designations and definition of quality of kernels of groundnut commercially known as
 'BOLD'/'Coromandal', (*Arachis hypogaea*)

Grade designation	Special Characteristics							General Characteristics
	Maximum limit of tolerance							
	Foreign matter	Damaged kernels	Slightly damaged kernels	Shrivalled and immature	Splits and broken kernels	Nooks	Admix- ture of other varieties	
	%	%	%	%	%	%	%	
I	2	3	4	5	6	7	8	9
Special	0.5	1.0	0.5	2.0	5.0	1.0	1.0	The kernels shall be obtained from pods of the variety 'Bold'/'Coromandal', shall have characteristic shape configuration and appearance of the variety, shall be of the season's crop, not moist to touch, shall not show visible signs of insects and moulds and shall be free from dirt and abnoxious smell.
Standard	1.0	1.5	1.0	4.0	10.0	2.0	2.0	
General	2.0	2.0	2.0	6.0	15.0	3.0	5.0	

Explanation :—

1. "Foreign matter" means pieces of particles of any extraneous substance other than groundnut kernels and includes unshelled nuts, if any, which have to be shelled.
2. "Damaged kernels" are those kernels which are internally discoloured, discolouration materially affecting the quality.
3. "Slightly damaged kernels" are those kernels which are discoloured only externally or partly, without affecting the quality.
4. "Shrivalled and immature kernels", are those kernels which are imperfectly developed.
5. "Splits kernels are those kernels which are broken into two halves lengthwise and Broken kernels are those which are smaller than splits but bigger than Nooks.
6. "Nooks" means small parts of kernels measuring 1/16th or less of a whole kernel.

NOTE.—For accidental errors, a tolerance is permissible upto 0.25, 0.5 and 1.0 per cent in excess of the tolerance specified in each of the columns 2, 3, 4, 5, 7 and 8 for Special, Standard and General grades respectively and a tolerance of 1.0, 2.0 and 3.0 per cent in excess of the specified tolerance in column No. 6 for Special, Standard and General grades respectively.

(No. F. 17-4/64-AM.)

R. R. GUPTA, Under Secy.

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 15th June 1964

S.O. 2215.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the competent authority at 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Refineries Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal Dist.—idnapore Tehsil/Thana—Tamluk

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Amgechhya, J.L. 95	344	·01	Amgechhya, J.L. 95—contd.	397	·01
	345	·06		407	·03
	348	·06		411	·05
	349	·14		413	·12
	350	·07		414	·01
	352	·01		415	·08
	392	·05		433	·16
	395	·05		437	·03
	396	·03			

[No. 31/33/63-ONG-1.]

S.O. 2216.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the competent authority at 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Refineries Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal Dist.—Burdwan Tehsil/Thana—Kanksa

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Panagarh, J.L.85	38	·05	Panagarh, J.L. 85—contd.	44	·13
	39	·005		45	·12
	43	·005		46	·07

Village	Survey Nos (Plot No.s)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Panagarh, J.L. 85— <i>contd.</i>	47	·005	Panagarh, J.L. 85— <i>contd.</i>	643	·005
	82	·08		645	·04
	103	·06		649	·03
	104	·12		650	·005
	105	·18	Mahal Chandi, J.L. 84		
	108	·01		31	·03
	109	·04		32	·70
	227	·06		33	·005
	229	·02		259	·22
	247	·06		260	·10
	249	·02		261	·01
	250	·04		262	·005
	251	·10	Birudiha, J.L. 76		
	253	·12		17	·40
	257	·06		2530	·80
	271	·03		2645	·42
	593	·10		2643	·50
	610	·005		2646	·18
	611	·09		2647	·07
	612	·06		2648	·01
	613	·05		2649	·08
	614	·06		2650	·08
	615	·005		2653	·04
	616	·08		2654	·03
	617	·04		2656	·02
	628	·04		2657	·10
	629	·08		2658	·12
	630	·08		2673	·46
	631	·04		2676	1·55
	633	·08		3084	·86
	634	·14			

[No. 31/33/63/ONG-2.]

S.O. 2217.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the competent authority at 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Refineries Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal

Dist.—Burdwan

Tehsil/Thana—Ondal

Village	Survey Nos. Extent (Plot Nos.) (Area)	Village	Survey Nos. Extent (Plot) (Area)
Ondal, J.L. 52	975	Ondal, J.L. 52— <i>contd.</i>	981
	976		983
	979		984
	980		1085

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Ondal, J. L. 52— <i>contd.</i>	1086	·08	Ondal, J.L. 52— <i>contd.</i>	1512	·005
	1087	·15		1513	·04
	1088	·01		1514	·12
	1089	·08		1515	·30
	1090	·005		1518	·18
	1091	·05		1735	·05
	1107	·18		1102	·005
	1111	·03		1103	·04
	1143	·09		1104	·10
	1144	·005		1105	·10
	1146	·005		1106	·40
	1157	·16		1120	·04
	1158	·02		1134	·09
	1159	·02		1135	·10
	1168	·005		1137	·07
	1172	·02		1138	·03
	1173	·44		1139	·03
	1174	·005		1142	·09
	1192	·16		1145	·22
	1193	·16	Dub Chururia, J.L. 55.	204	·08
	1194	·04		205	·05
	1195	·08		206	·04
	1196	·005		207	·06
	1198	·005		209	·005
	1200	·08		216	·07
	1219	·03		218	·03
	1457	·01		219	·07
	1465	·12		250	·04
	1466	·08		252	·18
	1468	·03		253	·08
	1470	·60		254	·05
	1499	·24		1066	·03
	1505	·28			
	1508	·02			
	1511	·005			

[No. 31/33/63-ONG-3.]

S.O. 2218.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the competent authority at 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Refineries Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal

Distt.—Burdwan

Tehsil/Thana—Faridpur

Village	Survey Nos. (Plot Nos.)	Extent Area	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Sujara, J.L. 63	93	·03	Mejedihi, J.L. 65	8	·78
	94	·05		13	·20
	97	·06		14	·11
	98	·07		15	·02
	99	·08		16	·32
	100	·10		19	·21
	101	·22		33	·12
				37	·02

[No. 31/33/63-ONG-4.]

S.O. 2219.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, a pipeline should be laid by the Indian Refineries Limited and that for the purpose of laying such a pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the competent authority at 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Refineries Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

State—West Bengal

Distt.—Burdwan

Tehsil/Thana—Ausgram

Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Kotaichandipur, J.L. 80	1911	·11	Kotaichandipur, J. L. 80—contd.	5156	·04
	1944	·005		5158	·03
	1946	·005		5243	·05
	5151	·16		5339	·13

[No. 31/33/63-ONG-5.]

P. P. GUPTA, Under Secy.

MINISTRY OF INDUSTRY**(Indian Standards Institution)***New Delhi, the 15th June 1964*

S.O. 2220.—In licence No. CM/L-499, dated 14 January, 1963, held by M/s Kolay Biscuit Co. (Private) Ltd., Calcutta-10, the details of which are published under S.O. 609 in the Gazette of India, Part II, Section 3(ii), dated 22 February, 1964, five additional varieties, namely, (1) Marvel Cream (2) Cofenoir Cream (3) Digestive (4) Mixed Household and (5) Gingernut have been included.

[No. MD/12:959.]

D. V. KARMARKAR, Ag. Jt. Director.

MINISTRY OF HEALTH*New Delhi, the 18th June 1964*

S.O. 2221.—In exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consultation with the Medical Council of India, hereby directs that the medical qualification "M.D. (University of Nebraska, U.S.A.)" shall be a recognised medical qualification for the purposes of that Act.

[No. F. 32-5/64-MPT.]

ORDERS*New Delhi, the 17th June 1964*

S.O. 2222.—Whereas the Government of India in the Ministry of Health has, by notification No. F.32-17/63-MPT, dated the 10th June, 1964, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification M.D. (Leland Stanford Junior University, California, U.S.A.) for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. Bissell Charles Lewis who possesses the said qualification, continues to work in the Miraj Medical College, Miraj to which he is attached for the time being for the purposes of the teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Bissell Charles Lewis shall be limited.

[No. F. 32-17/63-MPT.]

New Delhi, the 20th June 1964

S. O. 2223.—Whereas the Government of India in the Ministry of Health has, by notification No. F. 32-5/64-MPT, dated the 18th June, 1964, made in exercise of the powers conferred by sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D. (University of Nebraska, U.S.A.)" for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies the period of two years with effect from the date of this order or so long as Dr. L. F. Baisinger who possesses the said qualification, continues to work in the Miraj Medical College, Miraj to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. L. F. Baisinger shall be limited.

[No. F. 32-5/64-MPT.]

B. B. L. BHRADWAJ, Under Secy.

CORRIGENDUM

New Delhi, the 20th June 1964

S.O. 2224.—In the notification of the Government of India in the Ministry of Health No. F. 12-173/57-LSG, dated the 30th December, 1957, against item 10A, for 'Architect' read "Architect Planner".

[No. F. 10-7/62-L.S.G.]

A. P. MATHUR, Under Secy.

MINISTRY OF TRANSPORT

(Transport Wing)

New Delhi, the 12th June 1964

S.O. 2225.—In exercise of the powers conferred by clause (1) of Article 299 of the Constitution, the President hereby directs that the following instrument may be executed on his behalf by the Chairman, Inter-State Transport Commission, New Delhi.

"Agreement between the Kamani Engineering Corporation Limited (Kamani Chambers, Nicol Road, Ballard Estate, Bombay) and the President of India for the removal of the Tower Testing Plant and the reduction of the height of the chimney of the Galvanising Plant of the Kamani Engineering Corporation Limited and payment of compensation therefor."

[No. 6-VB(19)/63.]

T. ARUMUGHAM, Under Secy.

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 16th June 1964

S.O. 2226.—In exercise of the powers conferred by sub-section (1) of section 90 of the Merchant Shipping Act, 1958 (44 of 1958), and in supersession of the notification of the Government of India in the late Ministry of Transport and Communications, No. S.O. 3139, dated the 17th December, 1960, the Central Government hereby fixes the following fees which shall be payable upon all engagements and discharges effected before a Shipping Master, namely—

I. In respect of engagement or discharge of—

- | | |
|--|----------------|
| (i) mate, engineer, surgeon, purser, steward, carpenter, fitter or any other petty officer | Rs 3 00 each. |
| (ii) all others (excepting apprentices) | Rs. 2 00 each. |

II Additional fees for engagement or discharge of seamen by request of shipowners, agent or master

- | | |
|--|------------|
| (i) On board ship during office hours | } Rs 50 00 |
| (ii) On board ship out of office hours | |
| (iii) Ashore out of office hours | |
| (iv) On Sunday or any day which is observed as a holiday by the Shipping Office in the District concerned— | |
| (a) On board ship | |
| (b) In office. | |

[No. 30-ML(36)/60-MD.]

S.O. 2227.—In exercise of the powers conferred by sub-section (3) of section 90 of the Merchant Shipping Act, 1958 (44 of 1958), and in supersession of the notification of the Government of India in the late Ministry of Transport and Communications, No. S.O. 3139, dated the 17th December, 1960, the Central

Government hereby fixes the sums which the owner or master of a ship engaging or discharging any seaman in a shipping office or before a shipping master may deduct in respect of each engagement or discharge from the wages of persons so engaged or discharged and may retain for the purpose of reimbursing himself any part of the fees paid in respect of such engagement or discharge, namely—

In respect of engagement or discharge of—

- (i) mate, engineer, surgeon, purser, steward, carpenter, fitter or any other petty officer Rs 1 50 each
(ii) all others (excepting apprentices) Re 1 00 each

[No. 30-ML(36)/60-MD]

B P SRIVASTAVA, Dy Secy

(Directorate General of Shipping)

MERCHANT SHIPPING

Bombay, the 19th June, 1964

S.O. 2228.—In exercise of the powers conferred by sub-section (2) of section 8 of the Merchant Shipping Act, 1958 (44 of 1958) read with the orders of Government of India in the late Ministry of Transport and Communications, No S.O. No 771, dated the 7th March, 1962 and S.O. No 2090, dated the 19th July, 1963 and in modification of the notification S.O. No 139-SH(52)/61, dated the 7th January, 1964, the Director General of Shipping hereby appoints Shri J M Trindade, Engineer and Ship Surveyor as the officer who shall be in-charge of the office of the Mercantile Marine Department at the port of Mormugao, with effect from the 25th February, 1964 vice Shri A Krishnan appointed as officiating Deputy Chief Surveyor with the Government of India in the Directorate General of Shipping Bombay.

[No 130-SH(52)/61]

S.O. 2229.—In exercise of the powers conferred by sub-section (1) of section 9 of the Merchant Shipping Act, 1958 (44 of 1958) read with the order of the Government of India in the late Ministry of Transport and Communications, S.O. No 771 dated the 7th March, 1962 and in modification of the notification No 139-SH(52)/61 dated the 7th January, 1964, the Director General of Shipping hereby appoints the officers specified in the second column of the schedule annexed hereto to be surveyors for the purpose of the said Act at the port specified in the first column of the said schedule

SCHEDULE

Port (1)	Officers (2)
MORMUGOA	Shri J M Trindade Engineer and Ship Surveyor attached to the office of the Mercantile Marine Department, Mormugao Shri P S Parve, Nautical Surveyor attached to the office of the Mercantile Marine Department, Mormugao

[No 130-SH(52)/61]

(Sd) Illegible,

Director General of Shipping.

MINISTRY OF EDUCATION

New Delhi, the 4th June 1964

In the matter of the Charitable Endowments Act 1890

And

In the matter of the National Foundation for Teachers' Welfare New Delhi

S.O. 2230—In exercise of the powers conferred by Sections 4 and 5 of the Charitable Endowments Act 1890 (6 of 1890) the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Education, No S.O. 1955, dated the 25th June, 1962, published in Part II Section 3 Sub-Section (ii) of the Gazette of India (Extraordinary), dated the 25th June, 1962, namely—

In Schedule B to the said notification, in paragraph 3

- (a) against clause (b), for the existing entry, the entry "Secretary (Education) to the Government of India Ministry of Education, Vice-Chairman (Ex-officio)" shall be substituted, and

- (b) against clause (c), in sub-clause (ii), for the existing entry, the entry "Ministry of Education and" shall be substituted.

[No. F. 37-1(2)/63-A.3.]

In the matter of the Charitable Endowments Act, 1890.

And

In the matter of the National Foundation for Teachers' Welfare.

S.O. 2231.—In pursuance of paragraph 3 of Schedule B to the notification of the Government of India in the Ministry of Education No. F. 17-90/61-A.3, dated the 25th June, 1962 and in supersession of the notification of the Government of India in the Ministry of Education No. S.O. 1956, dated the 25th June, 1962, published in part II-Section 3-Sub-section (ii) of the Gazette of India (Extraordinary) dated the 25th June, 1962, the following appointments of the Chairman and Members of the General Committee for the National Foundation for Teachers' Welfare are hereby notified, namely:—

Chairman.

1. Shri M. C. Chagla, Minister of Education, Government of India.

Vice-Chairman.

2. Shri P. N. Kirpal, Secretary (Education) to the Government of India, Ministry of Education.

Members.

3. Shri G. K. Chandiramani, Joint Educational Adviser (Technical), ex-officio Joint Secretary, Ministry of Education.
4. Dr. C. D. Deshmukh, Vice-Chancellor, Delhi University.
5. Col. B. H. Zaidi, Member, Rajya Sabha, New Delhi.
6. Dr. D. S. Kothari, Chairman, University Grants Commission.
7. Shrimati Leena Managaldas, 'Shreyas', Ahmedabad.
8. Shri K. Sachidanandam, Deputy Secretary to the Government of India, Ministry of Finance.

Secretary-Treasurer

9. Dr. P. D. Shukla, Deputy Educational Adviser, Ministry of Education, Government of India.

[No. F. 37-1(2)/63-A.3.]

A. K. GHOSH, Secy.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 16th June 1964

S.O. 2232.—In exercise of the powers conferred by clauses (f) and (g) of sub-section (1) of section 47 of the Indian Railways Act, 1890 (9 of 1890), the Central Government hereby makes the following amendment to the rules published under the notification of the Government of India in the Ministry of Railways (Railway Board) No. TC-III/3036/58 dated the 28th August, 1958, as subsequently amended, namely:—

In rule 6 of the said rules, in the Table containing the rates of demurrage charges, after item (ii) and the entries relating thereto, the following item and entries shall be inserted, namely:—

1	2	3	4
(iii) On wagons waiting to be unloaded by a consignee, at stations where there are no crane facilities, and containing heavy consignments of at least one piece whose weight is one tonne or more.	24 working hours for all types of wagons	30 nP.	A free time of 24 working hours will apply when a wagon to be unloaded contains at least one piece whose weight is one tonne or more. Otherwise, a free time of 3 working hours only will apply.

2. This notification shall come into force on 15th July, 1964.

[No. TC/EP/209/64.]

P. C. MATHEW, Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 19th June, 1964

S.O. 2233.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the Union territory of Delhi for a public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquires the evacuee properties specified in the Schedule hereto annexed.

Sr. No.	Particulars of property		Area	Name of the evacuee with rights in the property
	Khewat No.	Khasra No.		
1	2	3	4	5
	<i>Village Chaatar Pur</i>			
I.	184min/232 etc.	1412/2	1—5	Delaver & Sardari S/o Samad Khans, Nasroo
		1413	2—13	Zahoria S/o Eviz, Sharafudin & Ramzani,
		1896/3	1—19	Gero S/o Zoravar, Basheroo Din S/o
		1895	4—16	Emam Khan, Shitab & Shamshoo Din,
		1908/2	1—6	S/o Kala Noor Mohmad S/o Shadi,
		1894/6	1—0	Musmata Ala Dai W/o Rahim Bakash
		1391/1	4—0	Musmata Boria W/o Aladar, Ala Bakash
		1391/2	0—16	S/o Mirza Ibrahim S/o Boora, Hlmamoo
		1393/2	1—8	Din, Nazar Husain S/o Mohd. Umar
		983/2	0—17	Hamid S/o Shazad, Kalo & Nabi Baksh
		961/1	0—4	S/o Aamial, Abdulah S/o Wazir Evacuee
		1390	4—9	ownership rights,
		1394/2	0—16	
		1896/2	0—5	
		1908/3	0—2	
		1890/2	1—16	
		1416/2	2—8	
		1394/1	2—16	
		981/1	1—1	
		842	2—7	
		978	1—14	
		1039/2	3—11	
		938	3—14	
		897	2—5	
		898	5—0	
		867	4—7	
		866	3—2	
		1035	1—0	
		1036	4—9	
		1392	4—16	
		1418	4—10	
		855	1—0	
		1029	2—14	
		1242/2	3—11	
		1043	4—16	
		1044	4—16	
		1045	4—16	
		1414	4—16	
		1415	4—16	
		1416/1/1	1—4	
		1417	5—0	
		1915	4—3	
		1890/1	3—0	
TOTAL			199 Big. 4 Bis.	

[No. F. 1(10)/L&R/62.]

M. J. SRIVASTAVA,

Settlement Commissioner & Ex-Officio Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th June 1964

S.O. 2234.—In pursuance of the second proviso to sub-regulation (1) of regulation 18 of the Metalliferous Mines Regulations, 1961, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2794, dated the 23rd September, 1963, namely:—

In the Table appended to the said notification, under the heading UNITED KINGDOM, after Serial No. 1, and the entries relating thereto, the following serial numbers and entries shall respectively be inserted, namely:—

I	II
2. University of Sheffield	Bachelor of Engineering (Mining).
3. Leeds University	Degree of B.Sc. in Mining.
4. Birmingham University	Degree of B.Sc. in Mining.

[No. 17/3/64-MI(iii).]

New Delhi, the 17th June 1964

S.O. 2235.—The following draft of rules further to amend the Coal Mines Pithead Bath Rules, 1959, which the Central Government proposes to make, in exercise of the powers conferred by clause (e) of section 58 of the Mines Act, 1952 (35 of 1952) is published, as required by sub-section (1) of section 59 of the said Act, for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 1st October, 1964.

Any objections or suggestions which may be received from any person with respect to the said draft before the date aforesaid will be considered by the Central Government.

DRAFT RULES

1 These rules may be called the Coal Mines Pithead Bath (Amendment) Rules, 1964

2. In proviso (i) to rule 3 of the Coal Mines Pithead Bath Rules, 1959, the words, "with the concurrence of the Central Government" shall be omitted.

[No. 34/1/64/M-II.]

R. C. SAKSENA, Under Secy.

New Delhi, the 15th June 1964

S.O. 2236.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Sarvashri N. G. Desai and M. P. Vaidya to be Inspectors for the whole of the State of Maharashtra for the purposes of the said Act or of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oil field or a controlled industry.

[No. 20(65)/64-PF-I.]

P. D. GAIHA, Under Secy.

New Delhi, the 16th June 1964

S.O. 2237.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers

in relation to the Poidih Colliery of Messrs. Bengal Coal Company Limited, Post Office Dishergarh, Burdwan and Shri Cafar, contractor of the Poidih Colliery on the one hand and their workmen on the other hand, which was received by the Central Government on 9th June 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 17 of 1964

PARTIES:

Employers in relation to the Poidih Colliery of M/s. Bengal Coal Company Ltd.,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of employers.—Shri D. Narsingh, Advocate.

On behalf of workmen.—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour & Employment, by their order No. 6/15/64-LRII, dated 6th April 1964, have referred the industrial dispute existing between the employers in relation to the Poidih Colliery of M/s. Bengal Coal Company Ltd. and Contractor Shri Abdul Gaffur on the one hand and their workmen on the other in respect of the question whether the action of the management in stopping from work ten workmen (named in the schedule attached to the order of reference) from 30th January 1964 was justified and if not to what relief they were entitled for adjudication to this Tribunal.

2. After the Union, the management of the colliery and the Contractor filed their written statements, the matter was fixed for hearing on 25th May 1964. On 18th May 1964 an application was received from the Union that their Vice-President who used to look after the case was then in USSR and was expected to return very soon, and asking for adjournment. Thereupon the date was changed to 5th June 1964 i.e. today and the parties were informed about it.

3. When the matter came up for hearing today the management and the contractor were present but there is no appearance on behalf of the Union. A telegram has, however, been received from them asking for adjournment in this and other cases. But no ground has been mentioned in the telegram as to why an adjournment was required or as to why no one could appear today. It may be noted that the notice about today's hearing was served on the Union on 20th May 1964 but they have sent a telegram only today. In my opinion, sending of a telegram of this type without giving any reason has no value and I have therefore rejected the prayer of adjournment contained in the telegram and proceeded *ex-parte*.

4. The dispute in this case relates to the stoppage of work of ten workmen from 30th January 1964. All these workmen were working as stone cutters. The management stated that they had given a contract for this work to a contractor named Shri Gaffur and it was this contractor who engaged these workmen and these workmen were therefore the employees of the contractor. The management abolished the contract with effect from 30th January 1964 and thereupon the contractor retrenched all his workmen. He offered retrenchment compensation to all of them and several of them accepted the same. The Union's case appears to be that the workmen were under the control of the management and must be deemed to be their employees. There is no evidence to show that the workmen were under the control of the management. On the other hand the management and the contractor have produced documentary evidence which would go to show that the workmen were the employees of the contractor. The contracts given by the management to the contractor have been produced. The management have also produced some correspondence between them and the Colliery Mazdoor Congress which correspondence shows that the workmen were the employees of the contractor. The contractor has produced

his payment register which shows that it was he, who used to pay to these workmen. The contractor also produced a register, showing payment of compensation to several workmen. He also produced several charge-sheets which were issued by him to his employees together with their replies and some of the workmen involved in the present dispute are among them. All these documents go to show that the workmen were the employees of the contractor and they had to be discharged by the contractor because of his contract being abolished. The contractor had offered retrenchment compensation and the workmen accepted it. In any case the matter referred to for adjudication is whether the action of the management in stopping the workmen from work was justified and in this case I hold that the workmen were not the employees of the management and the management have not discharged them. So far as the contractor is concerned, he had offered retrenchment compensation. Unfortunately, some of the workmen did not accept it. The contractor cannot be blamed for it. At the same time, it does not mean that the workmen would lose the amount, nor that they are now not entitled to the same. The contractor is directed to pay them retrenchment compensation as laid down under law.

I pass my award accordingly

Sd./- L. P. DAVE,
Presiding Officer.

The 5th June 1964.

[No. 6/15/64-LRII]

S.O. 2238.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Bankola Colliery, Post Office Ukhra, District Burdwan, West Bengal and their workmen, which was received by the Central Government on the 9th June, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 22 OF 1964

PARTIES:

Employers in relation to the Bankola Colliery;

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

On behalf of employers— Shri S. S. Kapur.

On behalf of workmen.— Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour & Employment by their order No. 6/22/64-LRII, dated 10th April 1964, have referred the industrial dispute existing between the employers in relation to the Bankola Colliery and their workmen in respect of the question whether the action of the management in not promoting Shri Seobux Singh to the post of Coal Cutting Machine Driver was justified, and if not, to what relief he was entitled for adjudication to this Tribunal.

2. On receipt of the order of reference notices were issued to the parties and the workmen were called upon to file their written statement within ten days of the receipt of the notice. The notice was received by the Union on 25th April 1964. On 2nd May 1964 the Organising Secretary of the Union sent an application praying for 45 days time for filing the written statement. He was informed that an extension of 45 days could not be granted but that he could file the written statement within 10 days. Though he duly received the letter informing him of this order, no written statement was filed nor was even an application sent for further extension of time. Thereupon notices were issued on 27th May 1964 fixing the matter for hearing on 5th June 1964 i.e. today. This notice reached the Union on 1st or 2nd June.

3. When the matter was called out for hearing today, no one appeared on behalf of the Union. A telegram was received requesting for 7 days time for filing the written statement and for adjournment but no grounds for adjournment were given. The telegram also did not mention why written statement had not filed so far. As I was not satisfied about there being any proper reasons for this application, I have rejected it.

4. The result was that I had to proceed *ex-parte* in the matter. The employers have appeared in the case. The dispute appears to be about the promotion of a workman. Promotion is a matter normally within the discretion of the management unless it is shown that there was unfair labour practice or victimisation etc. There is no evidence to show this and I am not satisfied that the management's action was not proper. I would therefore hold that the workman is not entitled to any relief.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

The 5th June 1964.

[No. 6/22/64-LRII.]

S.O. 2239.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Girmint Colliery of Messrs. Bengal Coal Company Limited, Post Office Dishergarh, Burdwan and their workmen, which was received by the Central Government on the 9th June, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 20 OF 1964

PARTIES:

Employers in relation to the Girmint Colliery;

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of employers.—Shri D. Narsingh, Advocate.

On behalf of workmen.—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/33/63-LRII, dated 9th April 1964 have referred the industrial dispute existing between the employers in relation to the Girmint Colliery and their workmen in respect of the question whether the management were justified in not providing regular work to Shri Raj Kishore Singh and if not, to what relief he was entitled for adjudication to this Tribunal.

2. On the receipt of the order of reference, notices were issued to the parties and the workmen were called upon to file their written statement within ten days of the receipt of the notice. This notice reached the Union on 24th April 1964 and they should have therefore filed the written statement on or before 4th May 1964. Instead of doing so they sent an application on 2nd May 1964 asking for 45 days time for filing the written statement. They were informed that it was not possible to grant an extension of 45 days but they were granted 10 days time to file the written statement. The letter informing them of this reached them on 8th May 1964 and they should have therefore submitted their written statement on or before 18th May 1964 but they did not do so. Thereupon on 27th May 1964 notices were issued to the parties fixing the matter for hearing today i.e. 5th June 1964.

3. When the matter came up for hearing today, the management appeared but there was no appearance on behalf of the Union. A telegram for adjournment has however been received from them. No ground has however been mentioned in the telegram as to why an adjournment was required. It also does

not mention why no written statement has been filed so far. In my opinion, sending of telegram of this type without giving any reason has no value and I have therefore rejected the prayer contained in the telegram and proceeded *ex-parte*.

4. The dispute in this case relates to not providing regular work to one Shri Raj Kishore Singh. As neither party has filed a written statement, it is not clear as to what exactly the dispute is. From the statements filed by parties during conciliation proceedings, it appears that the Union's case is that the above workman was working in the colliery for about eight to nine months, and was then stopped from work. The employer's case is that he was a Badli worker and was given work as and when there was vacancy. This was denied by the Union. It is for the Union to have shown that the worker was a permanent worker and was illegally stopped from work. They have failed to do so. That being so, the worker is not entitled to any relief.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

The 5th June 1964.

[No. 6/33/63-LRII.]

S.O. 2240.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Ardhogram Khas Colliery, Post Office Ardhogram, District Bankura (West Bengal) and their workmen, which was received by the Central Government on the 9th June, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 19 OF 1964

PARTIES:

Employers in relation to the Ardhogram Khas Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of employers—Shri S. S. Mukherjee, Advocate.

On behalf of workmen—None.

STATE: West Bengal.

INDUSTRY: Coal Mines

AWARD

The Government of India, Ministry of Labour & Employment, by their order No. 6/19/64-LRII, dated 8th April 1964, have referred the industrial dispute existing between the employers in relation to the Ardhogram Khas Colliery and their workmen in respect of the question whether the management had stopped the twenty-six workmen named in the schedule to the order of reference from their work on or about 22nd January 1964 and if so whether such action was justified and if not to what relief the workmen were entitled for adjudication to this Tribunal.

2. In response to the notices issued by the Tribunal, both parties filed their written statements. The matter was thereafter fixed for hearing today and notices of hearing were sent to the parties. Though the Union was served with notice about the hearing, on behalf of them. The management appeared. There is no the Union for adjournment and there is also no appearance on their behalf. I had no other alternative but to proceed with the matter *ex-parte*.

3. The dispute relates to alleged stoppage of work of twenty-six workmen. The Union alleged that the workmen were stopped from work without assigning any reason while the employers contended that these workmen absented themselves from their duties on different dates and they were in the habit of remaining absent like this on previous occasions also. It was for the Union to satisfy the Tribunal that the management had stopped the workmen from work without

any reason and as they have not produced any evidence, I must hold that the allegation of the Union is not correct. The result is that the workmen are not entitled to any relief.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

The 5th June 1964.

[No. 6/19/64-LR11.]

S.O. 2241.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Ardhogram Khas Colliery, Post Office Ardhogram, District Bankura, West Bengal and their workmen, which was received by the Central Government on the 9th June, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 21 of 1964

PARTIES:

Employers in relation to the Ardhogram Khas Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

On behalf of employers—Shri S. S. Mukherjee, Advocate.

On behalf of workmen.—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/21/64-LR11, dated 10th April 1964, have referred the industrial dispute existing between the employers in relation to the Ardhogram Khas Colliery and their workmen in respect of the question whether the management was justified in stopping from work three persons named in the schedule to the order of reference and who were employed as Pick Miners in the colliery and if not, to what relief the said workmen were entitled, for adjudication to this Tribunal.

2. After both parties filed the written statements, the matter was fixed for hearing to-day and parties were informed about it. At the hearing to-day the management appeared but no one was present on behalf of the workmen though a notice about the hearing had been duly served on them. The workmen have also sent no application for adjournment and hence I had no other alternative but to proceed with the matter *ex-parte*.

3. The dispute relates to the alleged stoppage of work of 3 workmen. The Union alleged that the workmen had been stopped from work without assigning any reason; on the other hand, the employer's contention was that these workmen absented themselves from their duties without taking leave i.e. they were unauthorisedly absent. It is further alleged that they used to remain absent like this in the past also. The employers denied that the workmen had been stopped from their work, but contended, as I said above, that they had voluntarily absented and had voluntarily left their jobs. It was for the union to have satisfied the Tribunal that the management had stopped the workmen from work without any reason. As no evidence has been produced in support of this, I must hold that the allegations of the Union are not correct. The result would, therefore, be that the workmen concerned cannot be held entitled to any relief.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

The 6th June 1964.

[No. 6/21/64-LR11.]

S.O. 2242.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Bankola Colliery, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 9th June, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 18 OF 1964

PARTIES:

Employers in relation to the Bankola Colliery,
AND
Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of employers—Shri S. S. Kapur.

On behalf of workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/25/64-LRII, dated 8th April 1964, have referred the industrial dispute existing between the employers in relation to the Bankola Colliery and their workmen in respect of the question whether the action of the management in stopping Shri Mukuram Gour from work with effect from 10th September 1963 was justified and if not, to what relief he was entitled for adjudication to this Tribunal.

2. On receipt of the order of reference, notices were issued to the parties and the workmen were called upon to file their written statement within ten days of the receipt of the notice. This notice reached the Union on 24th April 1964 and they should have therefore filed the written statement on or before 4th May 1964. Instead of doing so, they sent an application on 5th May 1964 asking for 45 days time for filing the written statement. They were informed that it was not possible to grant an extension of 45 days but they were granted 10 days time to file the written statement. The letter informing them of this reached them on 8th May 1964 and they should have therefore submitted their written statement on or before 18th May 1964 but they did not do so. Thereupon on 27th May 1964 notices were issued to the parties fixing the matter for hearing today i.e. 5th June 1964.

3. When the matter came up for hearing today, the management appeared but there was no appearance on behalf of the Union. A telegram for adjournment has however been received from them. No ground has however been mentioned in the telegram as to why an adjournment was required. It also does not mention why no written statement has been filed so far. In my opinion, sending of telegram of this type without giving any reason has no value and I have therefore rejected the prayer contained in the telegram and proceeded *ex-parte*.

4. The dispute relates to alleged wrongful stoppage from work. As neither party has filed a written statement, it is not clear as to what was the case of parties. It appears, however, from the copy of the failure of conciliation report that the management contended that the workman concerned was employed as temporary workman from 24th June 1963 for one month and this period was extended upto 9th September 1963 and on the expiry of the period, he was stopped from work. The Union also admitted that the workman was employed from 24th June 1963 but their case was that he was stopped from work on 10th September 1963 without giving any reason or serving any notice by the management and it was alleged that the workman was victimised because of his trade union activities. There is nothing to justify this. The fact that the workman had worked only 2½ months *prima-facie* supports the allegation that he was temporary. It also appears that the workman was subsequently employed as Kerosene Oil issue mazdoor and this also would disprove the allegation of victimisation by the Union. In any case, I must hold that there is nothing to

show that the stoppage of work of this workman was not justified and the workman is not therefore entitled to any relief.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

The 5th June 1964.

[No. 6/25/64-LRII.]

S.O. 2243.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the New Ghusick Colliery, Post Office Kalipahari, Burdwan and their workmen, which was received by the Central Government on the 9th June, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 15 OF 1964

PARTIES:

Employers in relation to the New Ghusick Colliery,

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

On behalf of the employers—Shri B. M. Bhattacharjee and Shri N. R. Mitra.
On behalf of workmen—Absent.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/13/64-LRII, dated 19th March 1964, have referred the industrial dispute existing between the employers in relation to the New Ghusick Colliery and their workmen in respect of the question whether the dismissal of a workman named Shri Kameswar Singh was justified and if not to what relief he was entitled for adjudication to this Tribunal.

2. After parties had filed their written statements, the matter was fixed for hearing on 25th May 1964. Before this, however, on 18th May 1964, an application was received from the Union requesting that their Vice-President Shri Kalyan Roy who used to look after the case, was then in USSR and was expected to come here very soon and hence the hearing should be postponed. On receipt of this application the date of hearing was changed to 5th June 1964 (today) and both parties were informed about it.

3. When the matter came up for hearing today, no one appeared on behalf of the Union. A telegram has however been received from them requesting for an adjournment. No ground has been mentioned as to why the adjournment was necessary and as to why no one could appear today. As mentioned above, they had already asked for adjournment once and it had been granted. Information about it had been received by them on 20th May 1964. Still till today they did not move to the Tribunal either for the change of the date or for adjournment. Sending a telegram asking for adjournment not only in this case but also in several cases without giving any reason has no meaning. I therefore, rejected the prayer contained in the telegram and as none appeared on behalf of the workmen, the matter had to be proceeded with *ex-parte*.

4. The dispute in this case relates to the dismissal of a workman named Shri Kameswar Singh. The workman was charged with having assaulted another workman and a charge-sheet was served on him. He denied the alleged assault. An inquiry was held and was found guilty and dismissed. It is contended that the allegations against him were false and that he was dismissed because of his trade union activities. There is nothing to justify these allegations. The management have produced papers in connection with the enquiry held against the workman. It would appear therefore that the enquiry was held after due notices to the workman; the workman was given sufficient opportunity to cross-examine the witnesses produced by the management and to defend himself and

to examine witnesses in defence. The inquiry officer held the charge against him proved and as a result the workman was dismissed from service. This Tribunal is not sitting in appeal against the findings of the inquiry officer. It has no power to consider the sufficiency or reliability of the evidence. It can interfere only when there is want of *bona-fides*, unfair labour practice, victimisation, or violation of principles of natural justice. Nothing of the sort is proved. In my opinion, the management were justified in dismissing the workman and the workman is therefore not entitled to any relief.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

The 5th June 1964.

[No. 6/13/64-LRII]

ORDERS

New Delhi, the 16th June 1964

S.O. 2244.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Palamani Mica Mine, Chaganam, District Nellore and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Dr. Mir Siadat Ali Khan as the Presiding Officer with headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

- (i) Whether the punishment of 3 days' suspension and change in category of work given to Sivarathri Ankamma, factory worker in Palamani Mica Mine, Chaganam, was justified? If not, to what relief is she entitled?
- (ii) Whether the new employment (picking of crude mica from the muck at mine head) offered to Shrimati S. Ankamma, factory worker in Palamani Mica Mine, Chaganam, was proper?
- (iii) Is Shrimati S. Ankamma, worker of Palamani Mica Mine entitled to lay off from 14th March 1964? Is she entitled to any other relief?

[No. 20/6/64-LRII.]

S.O. 2245.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Lachmi Colliery of Messrs Lachmi Coal Company Limited, Post Office Patherdih, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of the Lachmi Colliery of Messrs. Lachmi Coal Company Limited, Post Office Patherdih, District Dhanbad, was justified in stopping Shri Mukutdhari Lal, Chaprasi, from work with effect from the 1st November 1963; if not, to what relief is the workman entitled?

[No. 2/13/64-LRII.]

S.O. 2246.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs. Bolani Ores Limited, Barbil and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the demand of Shri B. Davids a workman in Plant 'A' in the Iron Ore Mine of Messrs. Bolani Ores Limited at Bolani for reimbursement of medical expenses incurred by him during the period from 24th April 1962 to 11th July 1963 for his treatment of Pulmonary Tuberculosis, is reasonable, and if so, to what relief is Shri B. Davids entitled?

[No. 23/16/64-LRII.]

S.O. 2247.—Whereas the employees in relation to Messrs. Orissa Minerals Development Company Limited, Post Office Barbil, District Keonjhar, Orissa, and their workmen represented by the Barbil Workers' Union, Barbil, have jointly applied to the Central Government for reference to a Tribunal of an industrial dispute in respect of the matters set forth in the said application reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said employees' union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

FORM A

(See Rule 3)

Form of application for the reference of an industrial dispute to a Tribunal, under Section 10(2) of the Industrial Disputes Act, 1947.

Whereas an industrial dispute exists between M/s. Orissa Minerals Development Company Ltd., and their workmen represented by the Barbil Workers' Union and it is expedient that the matters specified in the enclosed statement which are connected with or relevant to the dispute should be referred for adjudication and settlement by a Tribunal, an application is hereby made under section 10(2) of the Industrial Disputes Act, 1947 that the said dispute should be referred to a Tribunal.

This application is made by the undersigned who have been duly authorised to do so by virtue of a resolution (copy enclosed) adopted by a majority of the members present at a meeting of the Union held on the 28th November, 1963.

A statement giving the particulars required under rule 3 of the Industrial Disputes (Central) Rules, 1957 is attached.

Dated the 8th May, 1964.

Signature:

Sd./- N. S. CLAIRE,

Superintendent.

M/s. Orissa Minerals Dev.
Co. Ltd.

Sd./-

President,
Barbil Workers' Union.

Sd./- J. R. DASH,

General Secretary,
Barbil Workers' Union, Barbil.

To

The Secretary to the
Government of India,
Ministry of Labour,
New Delhi.

Statement required under Rule 3 of the Industrial Dispute Central Rules, 1957 to accompany the form of application prescribed under sub-section 2 of Section 10 of the Industrial Disputes Act, 1947.

(a) (i) Orissa Minerals Development Co. Ltd., P.O. Barbil, District Keonjhar, Orissa.

(ii) Their workmen represented by Barbil Workers' Union, Barbil, P.O. Barbil, District Keonjhar, Orissa.

(b) *Specific Matter in dispute:*

The Barbil Workers' Union has raised a dispute regarding revision of scale of pay for the truck drivers employed by M/s. Orissa Minerals Development Co. Ltd.,

(c) Total No. of workmen employed in the undertaking affected—6.

(d) Estimated number of workmen affected or likely to be affected by this dispute—6.

(e) *Efforts made by the parties.*—In order to resolve the dispute the parties signed a memorandum of settlement dated 29th November, 1963 copy enclosed. before the Conciliation Officer (C), Jharsuguda by which they have agreed to refer the dispute in question to a Tribunal for adjudication and accordingly, the parties agreed that the terms of reference will be as follows:—

(1) Whether the truck drivers of Messrs. Orissa Minerals Development Co. Ltd., are entitled to the grade of Rs. 100—6—160—E.B.—8—200/- which is applicable to the Dumper Drivers of the Management and if not, what relief, if any, they are entitled to.

Barbil Workers' Union

It is resolved in the meeting held on 19th February 1964 that the case of the drivers of M/s. Orissa Minerals Development Co. Ltd. will be sent to the Industrial Tribunal for adjudication and the General Secretary is hereby authorised to sign the necessary application and deal with the matter.

Sd./- R. S. SINGH,
Vice-President,
Barbil Workers' Union.
[No. 24/45/63-LRII.]

New Delhi, the 20th June 1964

S.O. 2248.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Jamehari Khas Colliery, Post Office J. K. Nagar, District Burdwan, West Bengal and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of New Jamehari Khas Colliery in terminating the services of Sri Musafir Rajhbar, Mining Sirdar from 13th October 1963 in its letter dated 1st October 1963 was justified if not, to what relief is the workman entitled?

[No. 6/41064-LR.II.]

S.O. 2249.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs. Chatturam Darsan Ram, Jhumritelaiya, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether Messrs Chatturam Darsanram, Post Office Jhumaritelaiya (District Hazaribagh) Owners of Faguni Mica Mine were justified in stopping Shri Punna Gope, Shot-firer from work with effect from the 29th June, 1963. If not, to what relief is he entitled?

[No. 20/7/64-LR.II.]

S.O. 2250.—Whereas an industrial dispute exists between Messrs. Bikaner Gypsums Limited, Bikaner and their workmen represented by the Gypsum Mine Workers Union, Jamsar (hereinafter referred to as the Union);

And whereas the said Company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to arbitration of the person named therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by the Central Government on the 19th June, 1964.

FORM C

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947).

Name of Parties :

Representing Employers Shri B.C. Mukherji, Resident Manager and Agent, Bikaner Gypsums Limited, Bikaner.

Representing Workmen Shri R.C. Shukla General Secretary Gypsum Mine Workers Union, Jamsar

It is hereby agreed between the parties to refer the following industrial disputes to the Arbitration of Shri A.N. Kaul, Central Government Industrial Tribunal, Delhi.

- (i) Specific matters in dispute
 1. Whether the dismissals of Shri Devidan and Subhania are justified and if not, to what relief they are entitled.
 2. Whether the stoppage of increment of Shri Manandeo Mishra is justified and if not, to what relief he is entitled.
 3. Whether employees who are discharged or dismissed or whose services are otherwise terminated or who resign during calendar year are entitled to encashment of leave for the period they have actually worked during that calendar year.
- (ii) Details of parties to the dispute including the name and address of the establishment or undertaking involved :

Bikaner Gypsums Limited, Bikaner and Gypsum Mine Worker's union Jamsar. In regard to item Nos. 1 and 2 of the dispute establishment involved is Bikaner

- Gypsum Limited Jamsar and in regard to the Third item of the dispute all mines of the Company and offices at Bikaner and Agra.
- (iii) Name of the Union if any representing the workmen in question. Gypsum Mine Workers Union, Jamsar.
- (iv) Total number of workmen employed in the undertaking involved. In regard to item Nos. 1 and 2 i.e., for Jamsar Mine the total No. of workmen are 409.
- In regard to item No. 3, the total number of workmen are 565.
- (v) Estimated number of workmen affected or likely to be affected by the dispute. In regard to item No. 1 only two workmen, in regard to item No. 2 only 1 workman and in regard to item No. 3 of the dispute 565 workmen.

Signatures of Parties

Representing Employers sd/- B.C. MUKERJI,
Resident Manager and Agent.

Representing Workmen sd/- R.C. SHUKLA,
General Secretary.

Witness 1 sd/- K. HARIHARAN,
Witness 2 sd/- K.N. BHATTACHARJEE,

BIKANER : Dated 12th March, 1964.

CONSENT OF THE ARBITRATOR.

I hereby consent to be Arbitrator in the matters of dispute above.
I have no objection.

sd/- ANAND NARAIN KAUL,
2-4-64.

DELHI : Dated March, 1964.

[No. 24/8/64-LR. II].

New Delhi, the 22nd June 1964

S.O. 2251.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relations to the Rajanka Limestone Quarries of Messrs. Associated Cement Companies Limited, Jhinkpani and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

- (a) Whether the management of Associated Cement Companies Limited, Jhinkpani was justified in terminating the services of the following 26 workmen of Rajanka Limestone Quarry from the 24th February, 1964? If not, to what relief are they entitled?

SJ. No.	Name	Ticket No.
1.	Shri Kandey Hansda	T. 149
2.	Shri Dasru Naik	T. 150
3.	Shri Abhiram Purty	T. 151
4.	Shri Jagram	T. 152
5.	Shri Turam Munda	T. 153
6.	Shri Mangal Singh	T. 154

Sl. No.	Name	Ticket No.
7.	Shri Singrai Hessa	T. 155
8.	Shri Nitu Hessa	T. 156
9.	Shri Bhaskoro Gowala	T. 157
10.	Shri Jagarnath	T. 158
11.	Shri Parkrai Deogam	T. 166
12.	Shri Mangru Khandait	T. 166
13.	Shri Nawru Balmuchu	T. 167
14.	Shri Udai Balmuchu	T. 168
15.	Shri Selai Balmuchu	T. 169
16.	Shri Pachai	T. 170
17.	Shri Suraj Khandait	T. 171
18.	Shri Pandu Khandait	T. 172
19.	Shri Dimbi Hessa	T. 173
20.	Shri Radha Krishna Hesda	T. 174
21.	Shri Nazir Nagi	T. 175
22.	Shri Kurpa Hesda	T. 176
23.	Shri Gulia Hesda	T. 178
24.	Shri Arjoon Das	T. 179
25.	Shri Golaram	T. 180
26.	Shri Sanatan Das	T. 181

- (b) Whether these twenty-six workmen were rightly designated as temporary by the management in accordance with the condition laid down in item 3(III) of the Standing Orders of Rajanka Limestone Quarry? If not, to what relief were they entitled?

[No. 22/22/64-LR.II.]

A. L. HANDA, Under Secy.

New Delhi, the 17th June 1964

S.O. 2252.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts, having regard to the location of the factory in an implemented area, the Bombay Electric Supply and Transport Undertakings Bus Garage at Wadala, Bombay from the payment of the employers' special contribution leviable under Chapter VA of the said Act for the period up to and including the 9th June, 1965.

[No. F.6/39/64-HI.]

S.O. 2253.—Whereas the Government of the State of Mysore has, in pursuance of the powers conferred by clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri N. S. Ramachandra, Secretary to the Government of Mysore, Public Health, Labour and Municipal Administration Department, as a member of the Employee's State Insurance Corporation to represent that Government *vice* Shri R. Anandakrishna,

Now, therefore, in pursuance of the provisions of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 1879 dated the 11th June, 1962, namely:—

In the said notification, under the heading "Members" under the sub-heading "(Nominated by the State Governments under clause (d) of section 4)", in item 16, for the entry "Shri R. Anandakrishna", the entry "Shri N. S. Ramachandra" shall be substituted.

[No. F.1/23/64-HI.]

S.O. 2254.—Whereas the Government of the State of Rajasthan, in pursuance of the powers conferred by clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. S. C. Mehta, Director of Medical and Health Service, Rajasthan, as a member of the Employees' State Insurance Corporation to represent that Government *vice* Dr. D. G. Ojha;

Now, therefore, in pursuance of the provisions of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in

the Ministry of Labour and Employment, No. S.O. 1879 dated the 11th June, 1962, namely:—

In the said notification, under the heading "Members", under the sub-heading "(Nominated by the State Governments under clause (d) of section 4)", in item 19, for the entry "Dr. D. G. Ojha", the entry "Dr. S. C. Mehta" shall be substituted.

[No. F.1/22/64-HI.]

S.O. 2255.—Whereas the Government of the State of Gajarat, in pursuance of the powers conferred by clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri M. D. Rajpal, Secretary to the Government of Gujarat, Education and Labour Department, as a member of the Employees' State Insurance Corporation to represent that Government *vice* Shri N. D. Buch;

Now, therefore, in pursuance of the provisions of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 1879, dated the 11th June, 1962, namely:—

In the said notification, under the heading "Members", under the sub-heading "(Nominated by the State Governments under clause (d) of section 4)", in item 11, for the entry "Shri N. D. Buch", the entry "Shri M. D. Rajpal" shall be substituted.

[No. F.1/25/64-HI.]

New Delhi, the 19th June 1964

S.O. 2256.—Whereas the Central Government is satisfied that the factories named in the Table below which are under the control of the Council of Scientific and Industrial Research, are training and research institutions of non-Commercial character and that they provide to their employees benefits similar to those provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948. (34 of 1948), the Central Government hereby exempts the said factories from all the provisions of the said Act up to and inclusive of 10th June, 1965.

TABLE

1. National Physical Laboratory, New Delhi.
2. Central Road Research Institute, New Delhi.
3. Central Glass and Ceramic Research Institute, Calcutta.
4. Central Leather Research Institute, Madras.
5. Central Drug Research Institute, Lucknow.
6. Central Food Technological Research Institute, Mysore.
7. Central Building Research Institute, Roorkee.
8. Central Mining Research Station, Dhanbad.
9. Regional Research Laboratory, Hyderabad (Deccan).
10. Birla Industrial and Technological Museum, Calcutta.
11. National Aeronautical Laboratory, Bangalore.
12. Indian Institute of Petroleum, New Delhi.

[No. F.6/35/64-HI.]

S.O. 2257.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 915 dated the 22nd March, 1963, namely:—

In the schedule appended to the said notification, against serial No.3, the entries "Ushagram" and

- "1. Kachi Patal Saw Mill.
2. French Motor Car Co. Ltd.

3. Creet Motors.

4. Solar Chemical."

occurring in columns 3 and 4 respectively shall be omitted.

[No. F. 6(83)/63-HL.]

S.O. 2258.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 136 dated the 8th January, 1962, namely:—

In the Schedule appended to the said notification against serial No. 3, the entries "Ushagram" and "Coalfield Engineering Works Private Ltd." occurring in columns 3 and 4 respectively shall be omitted.

[No. 8(71)/61-HL.]

New Delhi, the 20th June, 1964.

S.O. 2259.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Dhanbad, in respect of an industrial dispute between the employers in relation to the Calcutta Insurance Limited and their workmen which was received by the Central Government on the 16th June, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes

Act, 1947 (XIV of 47).

REFERENCE No. 86 of 1963.

PARTIES:

Employers in relation to the Calcutta Insurance Ltd., Calcutta.

AND

Their workmen.

PRESENT:

Sri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers: Sarvashri M. M. Das Gupta, Advocate, and J. Gupta, Labour Officer.

For the Workmen: Sarvashri R. N. Bandopadhyaya, Advocate, D. L. Sen Gupta, B. C. Das and P. P. Rabindranathan.

STATE: West Bengal.

INDUSTRY: Insurance.

Dhanbad, dated the 25th April, 1964.

AWARD

Ministry of Labour and Employment, Government of India, by its Order No. 70(2)/63-LR/III dated 19th October, 1963 referred, under Section 10(1), (d) of the Industrial Disputes Act, 1947, (hereinafter referred to as the Act), to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to Calcutta Insurance Co. Ltd., Calcutta, and their workmen in respect of the matters specified below:

"Whether the terms and conditions of service of the workmen in the Calcutta Insurance Limited in respect of all or any of the following matters require any revision, and, if so, to what extent and from which date?"

1. Classification of Employees.
2. Scales of Pay.
3. Dearness Allowance.
4. Adjustment in the scales.
5. Recruitment and Promotion.
6. Confirmation of Employees.

7. Overtime Allowance.
8. Privilege and Sick leave.
9. Allowance during suspension.
10. Provident Fund.
11. Gratuity.
12. Retirement age.
13. Medical Facilities."

2. On behalf of the employees of the Company the General Insurance Employees Association, Calcutta, (hereinafter referred to as the Union), filed a statement of their demands on 23rd March, 1964. The Company also filed its written statement on 3rd April, 1964. The respective cases of the parties will be stated while deciding the particular item of dispute, as there are as many as 13 items of dispute, which have been referred for adjudication as set out above.

3. The case was taken up for hearing at Calcutta. The employees were represented by Sarvashree R. N. Bandopadhyaya, Advocate, D. L. Sen Gupta, B. C. Das and P. P. Rabindranathan, representatives of the Union. The Company was represented by Sarvashree M. M. Das Gupta, Advocate, and, J. Gupta, Labour Officer of the Company. None of the parties examined any witness. Both parties, however, filed documents which, with mutual consent and on their waiving formal proof, were taken in evidence and marked Exhibits M to M 9 for the Company and W to W. 23 for the employees.

4. On 3rd April, 1964 a petition was received from the Union that as it was an All India Reference and the employees of the Company at Bombay and Delhi are also concerned in the disputes under this Reference, the Unions representing the employees of the Company at Delhi and Bombay, whose addresses were given therein, should also be served with notices. I rejected this petition and informed the Union that it was not an All India reference, but it was a reference between the Company and its employees, who were represented by the Union, and the other two Unions of the employees of the Company who were working at Bombay and Delhi were not parties to the reference and therefore no notice could be issued to them.

5. At the commencement of the hearing both the parties raised a preliminary objection each which I propose to dispose of first.

(a) *Employee's Preliminary objection.*—It was stated by Sri Sen Gupta, on behalf of the employees, that the scope of the reference was limited not only to the employees of the Company working at the Head Office in Calcutta, but it also covered all the other employees of the Company working at its several branches all over India, such as, Bombay and Delhi, and, therefore, a National Tribunal should have been constituted, and, as such, the present Tribunal has no jurisdiction to proceed with the reference. I do not think there is any substance in this objection. Section 7B(1) empowers the Central Government to constitute a National Industrial Tribunal only when industrial disputes involve questions of national importance or are of such a nature that industrial establishments situated in more than one state are likely to be interested in, or, affected by, such disputes." It is admitted by both sides that the present dispute is only in respect of one Insurance Company, namely, Calcutta Insurance Co. Ltd., Calcutta, which has its Head Office at Calcutta and branches all over India. Here, the disputes do not involve any question of national importance nor they are of such a nature that several insurance companies situated in more than one State would be affected thereby, and, therefore, no national Tribunal as envisaged by Section 7B(1) was necessary to be constituted for adjudication of the present disputes. Section 18 of the Act which deals with persons on whom settlements and awards are binding, mentions in Sub-Section (3)(d) that an award shall be binding, where a party referred to in clause (a) or Clause (b) of Sub-Section (3) is composed of workmen on all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part. It is, therefore, manifest that the award made by the Tribunal shall be binding not only on the employees working in the Head Office of the Company but also on all other employees working in all its branches all over the country. Furthermore, it will appear from the Charter of Demands Ext. W. 19, presented on behalf of the concerned employees, that it is specifically mentioned therein that all the demands contained in Ext. W. 19 shall apply equally to all the employees employed in Calcutta Insurance Company Limited throughout the country. Ext W 18, the forwarding letter dated 8th January, 1963, sent along with

the Charter of Demands Ext. W. 19, further states that Shri P. P. Rabindranathan, General Secretary of the General Insurance Employees' Association, Calcutta, on 6th January, 1963, while placing the Charter of Demands Ext. W. 19 before the Manager of the Company, stated and made it clear in the very beginning that he was doing so on behalf of the employees of the Calcutta Insurance Company throughout the country. Sri B. C. Das, on behalf of the employees, also conceded that he was representing not only the employees working in Calcutta in the Head Office of the Company but all the employees working all over the country in all its branches at the different places. To this effect the Union also filed a petition on 17th April, 1964. For these reasons, it is plain that the award, which will be made in this reference, will bind all the employees of the Company working at the Head Office at Calcutta and also at all its branches all over India. The objection, therefore, is over ruled.

(b) *Company's Preliminary objection.*—On behalf of the Company, a preliminary objection was raised that in view of Section 9A read with the Fourth Schedule referred to in Sec. 9A of the Act, it is clear that this Tribunal has no jurisdiction to decide Item No. 1 of the disputes relating to Classification of Employees and also Item No. 2 of the disputes relating to Scales of Pay. Sri Das Gupta, on behalf of the Company, further contended that as a matter of fact the Tribunal has no jurisdiction also to decide Items No. 4, 5, 7, 9 and 13 of the thirteen items of disputes referred to this Tribunal for adjudication because these matters are not covered by the Fourth Schedule of the Act as they are not conditions of service for change of which notice, as contemplated by Sec. 9A of the Act, has to be given. The reason given by Sri Das Gupta for saying that the Tribunal has no jurisdiction, on the reference as it stands, to decide Items 1, 2, 4, 5, 7, 9 and 13, stated above, is that the reference opens with the word "Whether the terms and conditions of service of the workmen concerned require any revision and the above items are not at all terms and conditions of service specified in or contemplated by the Fourth Schedule of the Act. In my opinion, this preliminary objection is also devoid of any merit. The simple answer to the objections of Sri Das Gupta is that the reference is "Whether the terms and conditions of service of workmen in the Calcutta Insurance Limited in respect of *all or any* of the following matters require any revision." The use of the words "*all or any*" makes it clear that the expression terms and conditions of service apply only to those items of disputes which come under the Fourth Schedule of the Act and not to all the thirteen items of disputes mentioned therein, and, therefore, the Tribunal has jurisdiction to deal with all the items of dispute.

Further, Item No. 1 Classification of Employees is clearly covered by Item No. 7 of the Fourth Schedule of the Act which speaks of Classification by Grades. Item No. 2 Scales of pay is connected with Item No. 1. From this point of view also it is not correct to say that the Tribunal has no jurisdiction to decide either Item No. 1 or No. 2. For the reasons given above, I over-rule also the preliminary objection raised on behalf of the Company.

6. *Common Documents.*—Before I deal with and decide the different items of dispute separately I like to mention, at the very outset, the common documents, which have been relied upon by both the parties in respect of all the thirteen items of dispute.

(i) Ext. W. 17.—Ext. W. 17 is an agreement between the company and its employees, which was arrived at on 29th April, 1958, in respect of the several items of dispute here and it is admitted by both the parties that the present Scale of pay, D. A., etc., are in force since 1958, according to this agreement. This agreement Ext. W. 17 was made binding between the parties for five years commencing from 1st January, 1958, and it was agreed that within the said period no further demand by the Union will, under any circumstances, be made.

(ii) Ext. W. 19.—On 8th January, 1963, after the expiry of the period of 5 years for which Ext. W. 17 was in force, a Charter of Demands Ext. W. 19 was presented, on behalf all the employees employed in Calcutta Insurance Co. Ltd., throughout the country. In this Charter of Demands Ext. W. 19 the maximum demands of the workmen are mentioned on each of the present items of dispute.

(iii) Ext. W. 21.—Before the Regional Labour Commissioner, the Company filed a detailed petition on 18th July, 1963, Ext. W. 21 given a comparative chart of the existing conditions of service, of the demands made by the employees as per Charter of Demands Ext. W. 19 and the maximum proposals or concessions which the company was prepared to make in favour of its employees.

(iv) *Ext. W. 15.*—The Union also, thereafter, submitted to the Conciliation Officer its minimum demands on 25th July, 1963, *Ext. W. 15—Ext. M. 1* on all the items of dispute modifying its Charter of Demands *Ext. W. 19*.

(v) *Ext. W. 16.*—Thereafter, the conciliation proceeding, which was stated on the petition dated 9th January, 1963, of the Union, ended in failure and its Failure of Conciliation Report dated 1st April, 1963, is *Ext. W. 16*. It will appear from the Failure Report of the Conciliation Officer *Ext. W. 16*, page 2, that the company further modified its final proposals and maximum concessions made before the Conciliation Officer on 18th July, 1963, by its petition *Ext. W. 21*, after considerable persuasion by the Conciliation Officer as mentioned by him and the suggested changes of the company regarding only *Scale of pay, D.A., and Gratuity*, are mentioned therein but the company made its further modified proposals subject to this condition that if a settlement was not reached, the same modifications in the company's original minimum proposals contained in *Ext. W. 21* would be treated as withdrawn. These modifications are to be found at page 2 of the Failure Report of the Conciliation Officer *Ext. W. 16*.

(vi) *Ext. W. 22.*—Before the Tribunal, the Union filed on 17th April, 1964, a comparative chart *Ext. W. 22* showing the company's minimum proposals or concessions as contained in *Ext. W. 21* and as modified in respect of same and as mentioned in *Ext. W. 16*, and the Union's minimum demands as contained in *Ext. W. 15—Ext. M. 1*.

7. The other important documents filed by both the parties, which have been relied upon only by the party filing them, may be specified below:

Company's Documents.—The important documents filed and relied upon by the Company are these:

Ext. M. 2.—Statement of Profit/Loss Account from 1958, to 1962, showing loss and no dividend in 1958 to 1961 but profit of 41,759.53 and dividend of 3 per cent in 1962.

Ext. M. 3.—Statement of the Premium Income, of certain Insurance companies referred in *Ext. W. 20* marked as Annexure 'C' by the Union according to the Indian Insurance Year Book for 1961. This shows the premium Income of this company in 1960 to be Rs. 15,90,079.41.

Ext. M. 4 to M. 8.—Reports and Accounts for the year ending the 31st December, 1958 to 1962 = *M. 4* for 1961, *M. 5* for 1962, *M. 6* for 1960, *M. 7* for 1959 and *M. 8* for 1958

Ext. M. 9.—Showing reduction in Premium rates *Ext. M. 9* shows that Fire Premium rates have been reduced by almost 40 per cent during 1956—1963, the last reduction having been effected in 1962 by the Tariff Committee.

Union's Documents.—The important documents filed by the Union to which constant reference was made, are, at present, only enumerated below. What these documents prove and contain will be stated in para 13 hereinafter:

Ext. W.—Consumer Price Index Numbers (Base shifted to 1949 = 100) from 1958 to December 1963 for both General Index and Food Index.

Ext. W. 1.—Index Figures of Capital for Middle Class cost of Living Index Number for Calcutta from January 1958 to December 1963.

Ext. W. 2.—Award dated 8th February, 1949 of Industrial Tribunal of Government of West Bengal for Bengal Chamber of Commerce regarding Pay, Dearness Allowance, Medical AID, etc.

Ext. W. 3.—Statement of Expense Ratio as per Sec. 40(1) of the Insurance Act and Rule 17 E of the Insurance Rules for 1961 and 1962 of this Company.

Ext. W. 4.—Comparative Statement of Wages (Basic Salary and Dearness Allowance) of different General Insurance Companies including this Company.

Ext. W. 5 to W. 13.—Agreements between different Insurance Companies and their employees, the latest being of March 26, 1964, *Ext. W. 5*—on the different items of dispute.

Ext. W. 14.—Comparative Statements of this company and other General Insurance Companies of same standard showing existing Scales of Pay and other conditions of service

Ext. W. 20.—Comparative Statement showing scales of pay between this company's employees and then of other companies of similar size and Standard in Calcutta.

Ext. W. 23.—Statement of Basic Salary, Dearness Allowance and other amenities and other conditions of service existing in different General Insurance Companies in India.

8. I may also mention here that both the parties referred frequently in support of their respective contentions on the points in dispute here, to the *Award* dated the 7th June, 1962 of *Shri Kantilal T. Desai*, (then the Hon'ble Mr. Justice K. T. Desai) as Presiding Officer of the National Industrial Tribunal (Bank Disputes), Bombay. This is commonly known as *Desai Award* and has been published in the Gazette of India, Extraordinary dated the 30th June, 1962, in Part II-Section 3-Sub-Section (ii), at pages 1488 to 1829.

Financial capacity of the company.—

9. In view of the controversy between the parties regarding the financial capacity of the Company, it is the bounden duty of the Tribunal to give a definite finding on the question whether the financial position of the Company is such as will enable it to bear the additional burden which might be imposed by this award, in that, without recording a definite finding that the Company was financially capable of bearing an additional burden there would be no justification for giving increased wages, etc. Here, the Company pleaded its inability to bear any additional burden, on the other hand, the Union's stand has been that the Company was prosperous and was capable to bear additional financial burden. The demands of the concerned employees for revision of the existing pay scales, grant of increased D.A., gratuity, introduction of P.F. scheme, and such other items of dispute involving financial liability definitely depend on the financial capacity of the company. It would, therefore, be useful at the very outset to decide this question of financial capacity of the Company on the documents filed by the parties and relied upon by them on this question.

The Union in para 2 of its written statement stated that the Company has been prospering year after year and that it is a flourishing concern. In the said para 2 the Union further stated that in 1957 the Net Premium income of the Company was Rs. 4,75,000 and the Gross Premium income was Rs. 10,50,000, but, in 1962 the Net Premium income rose to Rs. 15,63,000 and the Gross Premium income rose to Rs. 19,53,000 according to the Insurance Year Book of 1962. It was further stated in Para 3 of the written statement by the Union that the Company declared dividend at 3 per cent to the Shareholders in 1962, and, therefore, it has paying capacity to pay fair wages to its employees.

In reply to the statements of the Union in paras 2 to 4 of its written statement the Company stated in para 5 of its written statement that it was one of the smallest unit of the Insurance Companies doing Fire, Marine and Miscellaneous Insurances in India and that the Company was not a prosperous concern, as alleged. It further stated that the Company, which was founded in 1923, was doing only Life business until 1948 and it was only in 1949 that the Company started, in a very small way, fire, marine and miscellaneous business, but when in 1957 Life Insurance was taken over by the Government the Company was since then doing a small fraction of general insurance business. It further stated in Para 5 that although it is the moral obligation of the Company to pay at least 6 per cent dividend to its shareholders, the Company paid 5 per cent dividend to its shareholders in 1956 which even was paid out of the compensation amount received from the Government for taking over life business of the Company, and after that only in 1962 the company declared a nominal dividend of 3 per cent. It was, therefore, contended by the Company that its financial position was precarious and as such it would not be in a position to bear additional burden if the wage scales are revised and other demands of the employees are allowed.

The Company in support of its contention placed strong reliance on *Ext. M. 2* which really was the sheet-anchor on the case of the company. It was argued that as will appear from *Ext. M. 2*, which is a statement of Profit/Loss Account for the years 1958 to 1962, the Company incurred loss and did not give any dividend to its shareholders during 1958 to 1961, but only in 1962 the Company made a small profit of Rs. 41,579.53 and, then, granted a dividend of 3 per cent. to its shareholders and, as such, the Company, admittedly being a small Company was not in a prosperous condition.

The Company further relied on *Exhibits M 4 to M 8* Report and Accounts for the year ending the 31st December, 1958 to 1962 M. 4 for 1961; M. 5 for 1962; M. 6 for 1960; M. 7 for 1959; and M. 8 for 1958. The Company, however, particularly and pointedly relied on *Ext. M. 4*, the Report and Accounts for the year ending 31st December, 1961, which showed in the Profit and Loss Account for that

period at page 13, that towards the end of the year 1961 the Company had a Balance being loss at the end of the year as shown in the Balance Sheet" to the extent of Rs. 1,91,472.80.

The Company also relied on Ext. M. 3 to show that the premium income in 1960, according to the Indian Insurance Year Book for 1961, of this Company was Rs. 15,90,079.41, whereas the premium income in 1960 for General Insurance Society Ltd., Calcutta, for instance, was Rs. 45,68,000, which also shows that the premium income of the Company was not large.

The Company also relied on Ext. M. 9 which showed that Fire Premium rates have been reduced by almost 40 per cent during the years 1956-63, the last reduction having been effected in 1962 by the Tariff Committee which would show as mentioned in Ext. M. 9 that the Company has not been benefited in any way due to rise in cost of living index, if any.

Replying only on the above documents Exhibits M. 2 to M. 9, it was argued, on behalf of the Company, that the financial capacity of the Company was not such as to bear any additional financial liability which may be imposed upon it by the revision of wage scales, etc.

In reply, the Union also relied on page 3 of Ext. M. 4 where the report of the directors for the year ending 31st December, 1961 is printed in which it is stated that the accounts of the Company show a Profit of Rs. 74,893.31, and, therefore, relying on Ext. M. 4 it was contended by the Union that this entirely falsified Ext. M. 2, which shows that in 1961 there was no profit at all, but there was only loss to the extent of Rs. 2,37,030.98.

The Company, however, explained Ext. M. 2 read with Ext. M. 4 by saying that what is mentioned in Ext. M. 4, at page 3, in the report of the directors is gross profit, and, after making deductions on account of the expenses etc. no profit was left in 1961.

On a consideration of Ext. M. 2 read with Ext. M. 4 and M. 5 it appears to me that the Company is now making profit since at least 1961 and it is not incurring loss as it did before in the years 1959 to 1960, and, therefore, it is plain that the Company is now, prosperous and is making a headway and as such it has the capacity to bear additional financial liability if the pay scales and other demands of the Union are allowed to same reasonable extent.

In this connection, one more fact has to be taken into consideration in order to judge the extent of the financial liability which the Company would be put to if the pay scale is revised and other demands of the Union, if any, acceded to even in a modified form. Admittedly the Company has in all 60 employees working all over India including 40 employees working at the Head Office at Calcutta. It has also about 100 Field Workers, with whom we are not concerned. In these circumstances, considering the fact that it has only 60 employees all over India, it cannot be said that some increase in wages of the employees, if justified and allowed, would be such a heavy burden and such an unbearable financial liability that the backbone of the Company will break under the strain and stress of this revision of pay scales, etc.

The above conclusion of mine is supported also by the fact that the Company has itself given its maximum concession or proposals regarding practically all the items of dispute as will appear from Exhibits W. 21 and W. 16 which are both reproduced in Ext. W. 22. If the Company financially was not in a position to bear any additional financial liability at all, how could it then agree to any revision of the Scales of Pay, Payment of D.A., etc., and submit voluntarily its maximum proposals or concessions to any extent whatsoever as mentioned in Ext. W. 21 and Ext. W. 16? Regarding Ext. W. 16 only it was said by the Company that the further modifications noted in Ext. W. 16 and copied in Ext. W. 22 made by the Company were due to the pressure of the Conciliation Officer, and, therefore, when no agreement was arrived at they should be ignored. Even if that be accepted, for the sake of argument only, the Ext. W. 21, the original maximum proposals or concessions of the Company, stands, because they are not challenged by the Company as not voluntary. It was, however, argued by the Company that Exhibit W. 21 should not at all be taken as any indication of the financial capacity of the Company to bear any additional financial burden. I confess I am unable to accept this contention as correct. I cannot imagine how any Company would voluntarily agree to pay any increased wages, D.A., etc. beyond its financial capacity and commit itself knowingly to its alleged liquidation, so to say. In my opinion, therefore, Ext. W. 21, which is undisputed and unchallenged, proves beyond doubt that the financial capacity of the company is now very good,

The question of financial capacity of the Company based on Exts. W. 21 and W. 16 may be considered also from another point of view. Supposing the Union had accepted the maximum proposals or concessions made by the Company in favour of the concerned employees, as contained in Ext. W. 21, and, Ext. W. 16 and an award in terms of Ext. W. 21 read with Ext. W. 16, on the admission of the Company, would have been passed. In that case the Company was bound to implement it, notwithstanding that its concessions contained in Ext. W. 21 and Ext. W. 16 imposed upon the Company, additional financial burden at least to the extent indicated in Ext. W. 21 and Ext. W. 16. I cannot understand how the Company would voluntarily agree to give any increase in the wages or give D.A. etc. to any extent unless its paying capacity had increased. It is absurd to believe that the Company would commit itself and would agree to give any increased wages etc. if its paying capacity did not or would not permit even under the alleged pressure of the Conciliation Officer and as such Ext. W. 16 is voluntary. Exhibit W. 21 read with Exhibit W. 16, therefore, provides a very reliable and good evidence on the question of the financial capacity of the Company.

For the reasons given above, I hold that the financial condition of the Company is now very satisfactory and good, and its paying capacity has increased, obviously because, it is making profit admittedly at least since 1962 according to the company itself but since 1961 according to the employees and Ext. M. 4, and, as such, the company is financially capable to bear the additional financial burden if any, which may be imposed by the award which may be made in this case. The extent of the financial liability, if any, under the different items of dispute will be indicated thereunder hereinafter. The financial capacity to bear the additional burden at least to the extent indicated in Ext. W. 21 and Ext. W. 16 is admitted. The company cannot now resile from that position. The contention of the learned counsel for the company that Exhibits W. 21 and W. 16 should be ignored as they cannot and do not, give any indication of the financial capacity of the Company must, therefore, be rejected as unsound and unacceptable.

10. *Items Nos. 1 and 2: Classification of Employees and Scales of Pay.*—These two items of dispute being inter-connected were taken up together by the parties, and, therefore, I am also dealing with them together.

11. *Item No. 1 Classification of Employees.*—According to the Union employees should be classified into two grades, namely, Grade I in which are included Bearers, Peons, Drivers, Sweepers, etc. and Grade B in which are included Office Assistants, Filing Assistants, Steno-typists, Section Heads, Typists, etc. According to the existing State of affairs, as mentioned in Ext. W. 17, there are two classes of employees, namely, Assistants, and Filing Assistants and Sub-Staff.

The Company, however, has proposed in Ext. W. 21 three classes of employees, namely, Grade A, Sub-Staff; Grade B, Filing Assistants and Grade C Assistants.

It was admitted by the management that the Filing Assistants, who are either non-matriculいたes or matriculates do clerical work but their nature of work is less responsible than that of Assistants. In this view of the matter, I do not think it would be proper to put Sub-Staff and Filing Assistants together under one grade so as to have only two categories of employees as suggested by the Union.

It was contended on behalf of the Union that Assistants do clerical work as well as supervisory work and Filing Assistants do the work of filing and also certain other clerical jobs and, therefore, there was no wide gap between the Assistants and Filing Assistants because both do filing work and clerical work. According to the Union there are two classes of Assistants, one set of assistants do their own work and other assistants not only do their own work but also supervise work of others and they are generally known as Senior Assistants. Sub-Staff according to the Union, means Bearers, Peons, etc. The above contention of the Union was not disputed by the company. In view of the nature of the work and the nature of the duties to be performed, which are mentioned in Charter of Demands Ext. W. 19, I think the Classification of Employees proposed by the Company is more rational and more appropriate. I may mention that the Union did not seriously challenge this classification by the Company, and, therefore I would accept the classification of the employees given by the Company in Ext. W. 21.

12. I, accordingly, classify the employees of the Company under three categories and fix the following grades for them.

Grade A: Sub Staff.—such as, Bearers, Peons, Watchmen etc.

Grade B: Filing Assistants, and

Grade C: Assistants, such as, Senior Assistants, Accountants, Typists, Office Assistants, Sectional Heads, etc.

Item No. 2: Scale of Pay:

13. It would be useful at first to refer to the documents other than those mentioned, in paragraph 6 above, which have been filed by the parties on this question.

Union's Documents:

The Union has filed the following documents, which are simply enumerated in para 7 also:

Ext. W. This is Consumer Price Index Numbers (Base Shifted to 1949=100) for the years 1958 to December 1963, on the basis of All India Original Base 1949, giving General Index and Food Index from which it appears that in 1958 the *General Index* was 116 and in December 1963 it was 140 and, therefore, there was an increase of 24 points. It further appears that the *Food Index* figure was 118 in 1958 and in November 1963 it was 140 and, therefore, there was an increase of 22 points.

Ext. W. 1: It is Index Figures of Capital being Middle Class Cost of Living Index Number for Calcutta for the years 1958, 1962 and 1963. It shows that in January 1958 it was 427, whereas, in December 1963 it was 501 and, therefore, there was a rise of 74 points.

Ext. W. 3: It is a Statement of Expense Ratio as per Insurance Act Section 40(1) and Insurance Rules 17E for 1961 and 1962. Under the Insurance Act the maximum expense ratio which an Insurance Company is entitled to spend is 50 per cent. *Ext. W. 3* shows that the actual expense incurred by the company in 1961 was 4,85,789/-, which after allowing expenses allowed by the Act, left 70,391/- in hand of the Company to incur further expenses. Likewise, in 1962 the actual expense incurred by the company was Rs. 5,20,463, which left Rs. 1,26,869 in hand of the Company to incur further expenses. Relying on this, it was argued by the Union that the Insurance Act having provided the maximum expense ratio and this company having spent less expense ratio it has got money in hand to incur further expenses and, therefore, the Company can and should accede to the Union's Demands, which are much less than the expenses in hand. The fact that a certain maximum percentage of expense is allowed by the Insurance Act does not mean that an Insurance Company is bound to spend all of it even if there was no necessity for the same. I am not, therefore, impressed by this Union's argument on this point.

Ext. W. 4: This is a Comparative Statement of Wages (Basic Salary and D.A.) of different Insurance companies including this company. *Ext. W. 4* also mentions the premium in thousands of rupees which was received by the different Insurance Companies mentioned therein including this company in 1961 and also in 1962. *Ext. W. 4* shows that the minimum is Rs. 110 for Assistants and Rs. 53/- for Sub-Staff of this company whereas the minimum of Assistant, amongst the other Insurance Companies, is Rs. 145/- and of Sub-Staff Rs. 92.50 in Union Co-Operative Insurance.

Ext. W. 4 further shows that the gross premium received by this Company in 1961 was in thousand of rupees Rs. 16.62 and the net was Rs. 16.21. In 1962 the gross premium in thousand of rupees was Rs. 19.55 and net premium was Rs. 15.63. *Ext. W. 4* further shows that in *Phoenix*, although the gross premium in thousand of rupees in 1961 was Rs. 18.01 and the net premium was Rs. 16.16, it paid Rs. 234/- per month as the minimum Salary to Assistants and Rs. 137/- per month as the minimum salary to Sub-Staff.

Ext. W. 14: It is Comparative Statement between this company and the other General Insurance companies of the same standard situated all over India including eleven foreign Insurance Companies showing the existing pay scales and other conditions of service.

From *Ext. W. 14* the minimum and maximum of Pay of Grade A & B Categories of employees, mentioned before, are these:

<i>Minimum Scales of Pay</i>	
Grade A: Sub-Staff:	Rs. 30—2—50—2½—60—3—78 (Hercules Insurance Co.)
Grade B: Assistants:	Rs. 75—7½—105—10—125—EB—15—305 (Union cooperative society)
<i>Maximum Scales of Pay</i>	
Grade A: Sub-Staff:	Rs. 35—3—50—4—70—5—95—6—125 (United India Fire & General).
Grade C: Assistants:	Rs. 75—8—115—12—175—16—255—EB —20—395. (United India Fire & General).

N.B. I am not taking into consideration the eleven foreign Insurance companies as desired by the Company.

Ext. W. 20: It is also like Ext. W. 14, a comparative statement showing scales of pay of the employees of this Company and of other companies of similar size and standard situated in Calcutta only. Such Insurance companies which are in Calcutta and as mentioned in Ext. W. 20 are five in number including the present company. The minimum and maximum Scales of pay of Grades A and C employees according to Exhibit W. 20 are as given below:

Minimum Scales of Pay:

Grade A: Sub-Staff: Rs. 30—2—50—3—80

(All India General Insurance Company Ltd.)

Grade C: Assistants: Rs. 70—6—100—8—140—10—180—EB—10—230—12—290—10—300.

(All India General Insurance Company Ltd.)

Maximum Scales of Pay:

Grade A: Sub-Staff: Rs. 35—2—45—4—65—5—75—6—105.

(General Assurance Society). —

Grade C: Assistants: Rs. 80—7—94—8—150—10—250—15—310

(General Assurance Society). —

N.B. It may be mentioned in the General Assurance Society there are different and higher Scales of pay for Daftaries, Senior Assistants and Special Grade Clerks.

Exts. W. 5 to W. 13: These are agreements between different Insurance Companies and their employees, the latest being Ext. W. 5 dated the 26th March, 1964, in respect of fourteen foreign companies. But considering that the present company is a small company, I accept the objection of the company that the Scales of Pay given in Ext. 5 should be excluded from consideration.

From Exts. W. 6 to W. 13, the agreements between some of the Indian Insurance companies and their employees, the minimum and the maximum scales of pay are as below:

Minimum Scales of Pay:

Grade A: Sub-Staff: Rs. 30—2—50—2½—60—3—78 (Ext. W. 6—Hercules Insurance Company)

Grade B: Assistants: Rs. 75—7—50—105—10—225—EB—15—330 (Ext. W. 10 The Union Co-Operative Insurance Society Ltd.).

Maximum Scales of Pay:

Grade A: Sub-Staff: Rs. 35—3—50—4—70—5—95—6—125.

(Ext. W. 11—The United India Fire and General Insurance Co.).

Grade C: Assistants: Rs. 80—8—120—10—170—12—218—EB—12—230—14—300—16—380.

(Ext. W. 9—General Insurance Company and Indian Mercantile Insurance Company).

Relying on the above documents it was contended by the Union, that its minimum demands contained in Ext. W. 15—Ext. M-1; that is, Rs. 30—3—48—5—98 for Grade A and Rs. 75—8—147—10—197—15—332 for Grade B & C are not at all excessive and beyond the paying capacity of the Company.

On behalf of the company, however, it was contended, relying on the decision of the Supreme Court in *AIR Lines Hotel (Private) Ltd. Vs. Its Workmen* 1961(1) LLJ-663, that before revising an existing pay scale and granting increased pay scales to the employees of a company the Tribunal has to be satisfied positively that the financial condition of the company is such as will enable it to bear the additional burden imposed. The above principle relied upon by the company is not disputed and could not possibly be disputed by the Union. It was contended by the Union that the financial position of the company was such that the additional burden or the financial liability of the company imposed in view of the revision of pay scales will not be such that the company would not be able to shoulder the additional burden. In support of it the Union relied on paras 6, 7, 8 of their written statement dated 23rd March 1964 in which reasons have been given for revision of the existing pay scales. A reply by the company to them is to be found in para 5 of its written statement.

In view of the rise in the price of foodstuff, cost of living and increase in the General and Food Index, as shown by the documents filed by the Union such as Exhibit W. and W.1 and also in view of the pay scales, existing in comparable

concerns in Calcutta even as shown by Ext. W.14 and as discussed by me earlier by giving the minimum and the maximum pay scales of the employees in other Insurance companies, there can be no doubt that the present scales of pay, which are being given to the employees of the company under the agreement of 1958 Ext. W.15 are very low and require revision. I have already considered in para 9 above the financial capacity of the Company and given reasons for positively coming to the conclusion that the financial capacity of the Company is such that an increase in the wage scales will not be beyond its capacity. Ext. W. 21, containing the maximum proposals of the company fully supports my conclusion as stated earlier also. On the question of scales of pay the Union, as stated before, has filed several agreements Ext. W. 5 to W. 13 of the different Insurance companies showing the scales of pay which are prevalent and paid to the employees of those companies. On behalf of the company, however, it was contended that those companies are foreign companies and therefore they cannot be called to be similar Insurance companies and, therefore, no reliance should be placed on him. I have already excluded foreign companies as asked by the company. On the documents filed and discussed before I am satisfied that the paying capacity of the company has increased, the cost of living shows an upward trend and the wage structure in comparable companies in the region is much higher and, therefore, the Union's demands for a re-examination of the wage structure is justified. Between 1958, when the agreement Ext. W. 15 was made between the parties, and, 1963, when the Charter of Demands Ext. W. 19 was presented and the industrial dispute was referred to this Tribunal for adjudication, circumstances had so altered as to make the existing scales of pay and grades unreasonable and inadequate to meet the conditions prevailing at the time the dispute was referred to this Tribunal and, therefore, revision of the existing wage scales was justified. To me, therefore, it appears that revision of the existing pay scales is imperative and it would be much better to fix revised scales of pay keeping in view the maximum concessions of the company contained in Ext. W. 21 and the minimum demands of the Union stated in Ext. W. 15, which, in my opinion, would meet the ends of justice and would be in the interest of both parties. It is well settled that the basis of fixation of wages and dearness allowance is Industry-Cum-Region. Here, there are a large number of Insurance Companies all over India, as mentioned in Ext. W. 14 and also comparable concerns in Calcutta itself, as mentioned in Ext. W. 20, Ext. W. 20, therefore, furnished a good basis. As observed by the Supreme Court in *Greaves Cotton & Co. Ltd. Vs. Their Workmen*, 1964 (1) LLJ 342, where the number of industries of the same kind in a particular region is small, it is the region part of the industry-cum-region formula which assumes importance particularly in the case of Clerical and Subordinate Staff as there is not much difference in the work of such class of employees in different industries. These observations apply to the instant case also.

14. The scales of pay, on the basis of the maximum concessions the company contained in Ext. W 21 and the minimum demands of the union given in Ext. W. 15 may be summarised as below:

Re. Scales of Pay:

- (1) Ext. W. 17—Present scales of pay.

Grade A: (Sub-Staff) and	Rs. 20—2—32—3—50—EB—5—75
Grade B: (Filing Assistants)	N.B. Filing Assistants are given a higher start beginning from Rs. 32/-
Grade C: Assistants	55—5—75—7/8—150—EB—10—200—EB—16—305.

- (2) Ext. W. 21: Maximum concessions of the company filed before the Conciliation Officer on 18th July 1963 given in Ext. W 21 and reproduced alongside the minimum concessions of the Union in Ext. W. 22.

Grade A Sub-Staff:	30—2—40—3—70—EB—4—90— (20 years).
Grade B Filing Assistants:	40—3—70—4—90—EB—5—115 (20 years).
Grade C Assistants:	65—5—75—7/8—150—EB—10—200—EB—25—320 (25 years)

- (3) Ext. W. 15: Minimum demands of the Union as submitted before the Conciliation Officer on 25th July 1963 (Ext. W. 15) and reproduced alongside the maximum concessions of the company in Ext. W. 22.

Grade A. Sub-Staff:	Rs. 30—3—48—5—98 (16 years).
Grade B, and C. Filing Assistants and Assistants:	Rs. 75 5/- 147—10—197—15—332 (23 years).

15. On a consideration of all the facts and circumstances and the documents relied upon by the parties and discussed above and also the wage scales of comparable concerns as given in Ext. W. 20, and keeping in view the principles laid down by the Supreme Court recently in *Workmen of Balmer Lawrie & Co. V. Balmer Lawrie & Co.*—1964(10) LLJ. 380=1964(8) FLK 112=AIR 1964 SC 728 and *Greaves Cotton & Co. Ltd. V Its Workmen*, AIR 1964 SC 689=1964(1) LLJ 342, in my opinion, it would be fair and proper and in the interest of both the parties to fix the revised scales of pay of the three categories of employees as hereunder:

Revised Wage Scales—Scales of Pay:

Grade : Sub-Staff: Rs. 30—2—40—3—70—EB—5—95 (20 years).

Grade B: Filing Assistants: Rs. 40—3—70—4—90—EB—5—135 (24 years).

Grade C: Assistants: Rs. 75—5—95—8—135—EB—10—195—EB—15—270—EB—25—320 (22 years).

16. I may state in the above connection that no doubt I have not specifically considered what the total wage packet would be on the basis of the revised scales of wages fixed above, but considering that the revised wage-scales fixed were less than the highest in the comparable concerns at Calcutta, as mentioned Ext. W. 20, though a little more in some respect than the lowest as discussed under Para 13 above, I feel that, it could not be said that the total wage packet in the case of the employers in this case would be necessarily higher than in the case of the other comparable concerns even keeping in view that this company is a small unit having a small number of only 60 workers all over India. I have kept in view the tests laid down by the Supreme Court in *Workmen of Balmer Lawrie & Co. Ltd. (Supra)* for determining comparable concerns. The companies in Calcutta, as mentioned in Ext. W. 20, may be taken as comparable concerns for purposes of at least wage scales. Moreover, the revised scales of pay fixed by me are very much in line and consistent with the maximum proposals or concessions made by the company in Ext. W. 21, although a little higher only in some respects only. In these circumstances, it could not be said that the total wage packet fixed in this case would be the highest in the region. In my opinion, these facts satisfy the considerations laid down by the Supreme Court in *Greaves Cotton & Co. Ltd. (Supra)*. I may also observe that on behalf of the Company also it was not demonstrated before me by facts and figure or by charts or the like that the wage packet on the basis of the revised wage scales fixed by me would be the highest or that the wage packet on the basis of the revised scales of pay fixed on the basis of its maximum proposals contained in Ext. W. 21 would be less.

16A. *Date from which the Revised Pay Scales fixed by this award will be effective.*—On behalf of the Union it was contended that the revised scales of pay fixed by this award be made effective from 1st January 1963, after the expiry of the agreement of 1958, Ext. W. 15, on 31st December 1962. On behalf of the company, however, it was contended that this should be made effective from the date this award becomes enforceable under Sec. 17A of the Act after its publication under Section 17 of the Act. In *Liptons Ltd. Vs. Their Employees*, 1959(1) L.L.J. 431, the Supreme Court observed that it was unable to agree to the new scales of pay from the date of the order, and, therefore, it was said that it will be more just to bring into force the new scales of pay with effect from the date the award becomes enforceable under Sec. 17A of the Act after its publication under Sec. 17 of the Act.

Considering all aspects of the matter, in my opinion, it would be fair and just to direct that the revised Scales of pay fixed by this award should be effective from the date the award, after its publication under Sec. 17 of the Act, becomes enforceable under Sec. 17A of the Act. I order accordingly.

17. *Item No. 3: Dearness Allowance.*—Without referring to the case of the parties on this question, I think it would be better to refer to Ext. W. 22, wherein the company's maximum proposals as given in Ext. W. 21 and later modified before the Conciliation Officer who mentioned it in his report Ext. W. 16, are given. It will further appear from Ext. W. 22, in which the minimum demands by the Union, as given in Ext. W. 15, are mentioned, that the union wanted a flat rate of Rs. 50/- per month for Grade A employees, who are Sub-Staff and a flat rate of Rs. 80/- per month for Grade B employees, who according to the Union, include both Assistants and Filing Assistants. According to the Company, however, as mentioned in Ext. W. 22, which is accepted by the management to be correct, its proposal was to give at the flat rate of Rs. 40/- per month to Grade A & B employees, who, according to the Company, were Sub-Staff and also Filing Assistants and at a flat rate of Rs. 60/- per month to Grade C employees, who were Assistants and who were getting upto Rs. 150/- and at the flat rate of Rs. 65/- per month to those Grade C employees, whose salary was over Rs. 150/- per month. I have already,

as decided earlier, accepted the classification by the company of its employees, into three grades in preference to the two grades mentioned by the Union, namely, Grade A (Subordinate Staff); Grade B (Filing Assistants), and, Grade C (Assistants).

According to the agreement of April 1958 Ext. W. 17, which is admittedly in force, all Assistants, to whom I have now given Grade C, are getting D.A. at the flat rate of Rs. 55/- per month. Filing Assistants who have been placed under Grade B, are being paid dearness allowance at the flat rate of Rs. 37/- per month and Sub-Staff, who have been given Grade A, are getting D.A. at the flat rate of Rs. 33/- per month, over and above their basic salaries.

The above is the position according to Ext. W. 17. But it was stated on behalf of the Company, and, admitted on behalf of the workmen, that Filing Assistants are not paid any D.A. I could not understand why this is the position.

The first question is capacity of the company to bear the additional burden on account of the increased D.A. or D.A. In other words, the question is whether, if D.A. is allowed to those workers who are not getting any dearness allowance at present at all and if D.A. of those workers who are getting at present are increased, this additional burden will be consistent with the financial position of the company and the company will be able to bear this additional burden.

It was admitted by both sides and as stated earlier also, that this company has in all 60 employees of Grade A, B and C working at the Head office at Calcutta and all over its branches and out of these 40 workers are working at the Head Office at Calcutta. According to the management there are about 100 Field Workers in all of the company working in Calcutta and elsewhere who also get D.A., and, therefore, it was contended on behalf of the company that the D.A. which is paid to the field workers has also to be taken into consideration while determining the financial capacity of the company to bear this additional burden.

On behalf of the workmen, on the question of capacity of the management, however, it was stated that the company has got the capacity to bear this additional burden. I have already considered this aspect in detail in Para 9 above and hold that the financial capacity of the Company is good in that now at least since 1961 it is making profits. It appears to me, therefore, that as the number of employees is very small and admittedly not more 60 in all, I do not think the D.A. which would be given by the award would be so heavy a burden that it would be beyond the financial capacity of the Company. This conclusion of mine is supported by Exhibits W 21 and W. 16 for the reasons given earlier in Para 9.

18. On behalf of the employees it was contended that there was justification for allowing D.A. to Grade B and increased D.A. to Grade A and C employees, even though they have been taking D.A. at the rates agreed upon in the agreement Ext. W. 17 since 1958. In this connection the Union placed reliance on Exhibits W. W. 1, W. 2, W. 5, W. 6 and W. 8 to W. 14. I have already dealt with these documents before. Ext. W. 1 is a statement showing consumer price index numbers with Base: shifted to 1949=100, from 1958 to December 1963, Ext. W. shows that the increase in the General Index was 116 in 1958 whereas in December 1963 it was 140 and, therefore, there was increase of 26 points. Ext. W. further shows that in the Food Index in 1958 it was 118 and in November 1963 it was 140 and, therefore, there was an increase of 22 points. Ext. W. 1 is a statement showing the middle class cost of living index number for Calcutta, and it shows that in January 1958 it was 427, whereas in December 1963 it was 501 which clearly shows that there has been a rise of 74 points. Ext. W. 2 is an extract from an award of the Industrial Tribunal of Govt. of West Bengal given on 8th February 1949 which states that D.A. is to be calculated for clerical staff on the basis of every 10 points rise above the middle class cost of living index figure 180. The index figures above 180 are divided into groups of 10 points each. Proceeding on this line the Tribunal fixed Rs. 49/- as the minimum dearness allowance allowable for Clerical Staff and subordinate Staff. Ext. W. 5 to W. 13 are agreements of different insurance companies from 1960 to 1964 the latest being dated 26th March 1964 Ext. W. 5 which mentions D.A. Ext. W. 14 is a comparative statement between this Company and other Comparable Government Insurance Companies. It was contended on behalf of the workmen with particular reference to Ext. W. 14 that this company gives the lowest D.A. This appears to be correct. Excluding the foreign companies it will be found from Ext. W. 14 that this company pays the lowest. It is well settled that the basis of fixation of wages and dearness allowance is industry-comparison. Ext. W. 14 is in respect of a large number of Insurance companies all over India, also excluding the foreign companies and one of them Union Co-operative Society is in Calcutta as will appear from Ext. W. 20 which gives scales of pay prevailing in comparable concern in Calcutta.

In view of the admitted rise in price of cost of living, steep rise of price of foodstuffs since after 1958, it cannot be said that the claim for D.A. is not justified. I would, therefore, hold that the claim of the Union for D.A. is perfectly justified.

19. The next question is about the quantum of D.A. On behalf of the company it was argued that the agreement Ext. 17, no doubt, was followed for 5 years but the scale was fixed for 20 years, and, therefore, it could not be disturbed for at least 20 years. I do not think there is any substance in it. It was further contended that admittedly this company is a small one and that it was running at a loss, and, therefore, the workmen cannot get a jump of more than 1/4th increase on the total wage packet, which means basic pay and D.A.

The following chart on the question of quantum of Dearness Allowance would be useful:

Ext. W. 22.

1. <i>Company's maximum concessions</i> as contained in Ext. W. 21 and as modified in Ext. 16.	A. 40/-	B. 50/-	C. 60/-
2. <i>Union's minimum demands</i> as contained in Ext. W. 15	50/-	50/-	80/-

20. After taking into consideration Ext. W. 22 and all the facts and circumstances above, and the principles laid down by the Supreme Court in Greaves Cotton and Co. Ltd. (Supra), I think it would be fair and proper and in the interest of both parties, keeping in view the financial capacity of the company, to fix the D.A. the three categories of employees, at a flat rate as demanded by the Union, as hereunder:

Grade A: Subordinate Staff	Rs. 40 flat per month.
Grade B: Filing Assistants	Rs. 50 flat per month.
Grade C: Assistants	Rs. 70 flat per month.

20A. For the reasons given in para 16 above I have not specifically considered what the total wage packet would be on the basis of the scales of wages and dearness allowance fixed by me, but considering that the dearness allowances fixed by me are less than the highest in the comparable concerns, as given in Ext. W. 14, though more than the lowest in the case of Grade B & C employees, it could not be said that the total wage packet in case of this company would necessarily be higher than in the case of the other comparable concerns. The dearness allowances fixed by me are more or less on the same lines as suggested by the company in Ext. W.21 and less than the highest but more than the lowest in case of Grade B & C only in the comparable concerns as mentioned in Ext. W.14, I may mention here that the company did not seriously challenge that the Insurance companies mentioned in Ext. W.14 and Ext. W.22, except of course foreign companies, were not almost comparable concerns. The only objection was that the present company was the smallest concern. The pressure of high prices was the same on the various kinds of employees. The dearness allowance is meant to neutralise the rise in cost of living. The need for neutralisation was uniformly felt by all kinds of employees. For these reasons, the specific consideration of the total wage packet on the basis of revised scales of wages and dearness allowances fixed by me was unnecessary. I may mention here also as I mentioned before in Para 16, that the company did not demonstrate before me by facts and figures or charts prepared on the basis of its concessions Ext. W. 21 or on the basis of the revised scales of Pay and dearness allowances fixed by me that the wage packet would be the highest in the region.

Item No. 4—

21. *Adjustment in the Scales.*—According to the Union, as will appear from para 20 of its written statement, it demands adjustment in the most liberal way, and, therefore, it says that provision for adjustment in the scales of pay being an accepted principle it cannot be said that the company's finance will be much affected. On this question the case of the company is that no question of any claim for adjustment arises in view of the claim of the management that the existing pay scales, as fixed by the agreement of 1958 Ext. W.17, should be continued. In Ext. W.21, in which the company's maximum proposals or concessions are given and which was filed before the Conciliation Officer on 18th July, 1963, it is stated, at page 2, by the company, under Item No. 4: Adjustment, under para 2, that Assistants, Filing Assistants and Sub-Staff will be fitted in the new scales of pay from 1st January, 1963, and where the stage in the old and agree scales of pay do not correspond, the employee concerned will be placed at a

stage higher in the new scale of pay. It is further mentioned therein that as an increment has already been allowed to the employees in the current year from the anniversary dates of their appointments pending revision of pay scales, the diligence, if any, will be paid while fitting in, and, those who are below the minimum of the agreed scale will be pulled up to the minimum. On behalf of the management, therefore, it was contended that the correct rule would be that the workman concerned will be pulled up to fit in the new scale if there is any existing scale of pay, but where there is no previous scale of pay, then he will be fitted in according to the length of his service. In Ext. W.17, the agreement between the parties on 29th April, 1958, it is mentioned under item No. 2 "No adjustment in salary for fitting in the Grade". This agreement Ext. W.17 was to be binding on the parties to it for a period of five years commencing from 1st January, 1958. On behalf of the workmen, however, it was contended that the length of years of service of a particular employee should be taken into consideration and on that basis he should be fixed up in the revised scale of pay, which may be fixed by the Tribunal. The Supreme Court in *Greaves Cotton & Co. Ltd. (Supra) 1964 (I) LLJ. 342* observed that the question whether adjustments at the time of revision of wage-scales should be granted or not in cases where there were in existence incremental wage-scales is always a question depending upon the facts and circumstances of each case; and, further, that where the rate of increment was low and lasted for a longer period than in the case of comparable concerns, the grant of adjustments by grant of increments at a certain rate by way of service weightage at the time of further revision of wage-scales could not be held to be unjustified. Here, as will appear from Ext. W. 17, there are existing Scales of Pay and rates of increments separately for Grade C and together for Grade A & B employees. As held by me before the scales of pay in this company as compared with at least the comparable concerns of Calcutta as mentioned in Ext. W.20 are lowest.

22. For these reasons, after considering the contentions of both sides, it appears to me that the best course to adopt, with regard to adjustments, would be to give the following direction: (1) The employees, for whom there is no existing scale of pay, but for whom now a new scale pay is fixed, should be fixed up in the new scale according to the length of years of their service, and; (2) Those employees for whom there is an existing pay scale, but now it is being revised and increased by this award will be pulled up to fit in the revised scales of pay, for which purpose also the length of their service will be taken into consideration. Length of service, therefore, for both the cases will be the real basis on which adjustment in the new or revised scales of pay will be made.

Item No. 5—

23. *Recruitment and Promotion.*—A preliminary objection was raised on behalf of the company that there was no industrial dispute in respect of this matter, and, therefore, the Tribunal should not give any award on it. In support of it, the company relied on Exhibit W.17, the agreement between the company and its employees entered into on 29th April 1958, from which it appears that the question of Recruitment Policy, which was Item No. 9 in Exhibit W.17, was not pressed, and, therefore, it was allowed to continue as at present. Reliance was also placed on Exhibit W.15, which contains the minimum demands made by the Union and submitted before the Conciliation Officer on 25th July, 1963, from which it appears that the question of Recruitment and Promotion, which was Item No. 6, was not pressed. Reliance was also placed on para 21 of the written statement of the employees which deals with Recruitment and Promotion. In para 21 of the written statement it is stated that the demand by the Union for Recruitment and Promotion cannot be termed as a demand, "rather it is a suggestion to the company for the interest of both the parties for smooth running of the office."

In view of these above considerations, it is plain that no dispute regarding the question of recruitment and promotion has been raised, and, therefore, there is no industrial dispute regarding this item of dispute, which could be referred, in these circumstances, to a Tribunal for adjudication. Sri Bandopadhyaya, Advocate, for the employers also did not seriously dispute this objection of the Company and conceded that that was the position. He, however, suggested that the Tribunal should make observations for the guidance of both the parties. I do not think that it would be proper for the Tribunal to make any observation and when admittedly there is no existing dispute between the parties on this question, the Tribunal cannot even give any award on it. This Item of dispute is, therefore, answered accordingly.

Item No. 6—

24. *Confirmation of Employees.*—On behalf of the Union it was contended that the employees should be confirmed after six months, whereas, on behalf of the company it was stated that the present practice is to keep an employee, on his first appointment, on probation for one year, and, confirm him after one year's satisfactory service. Ext. W. 17, the Agreement of 29th April, 1963, between the parties, sets out the present arrangement. In pursuance of that Agreement Ext. W. 17, it will appear that the question of probationary period, which is Item No. 10 in Ext. W. 17, was allowed to remain as at present, that is, a probationer was to be confirmed after one year. The Union however, placed reliance on Ext. W. 14, which is a comparative statement between the Company in question and the other General Insurance Companies of same standard showing the existing pay scales and other conditions of service. This question of confirmation is Item 6 in Exhibit W. 14. Ext. W. 14 shows that in the United India Fire and General Insurance as well as in the Union Co-operative Society which is in Calcutta as will appear from Ext. W. 20 employees are confirmed after three months of service, whereas, in the Calcutta Insurance Ltd., with which we are concerned, employees are confirmed after 12 months of service. In para 22 of its written statement the Union says that every employee should be taken on permanent strength of the company after three months' continuous service which is the prevalent existing practice in all other concerns. In reply, the management states in para 8 of its written statement, while dealing with Issue No. 6, which we are now considering, that existing practice of the company is to confirm an employee after one year's service to the satisfaction of the company and the same practice is continuing satisfactorily. It further says therein that the Union in its revised demand wanted confirmation after 6 months' service, but the reason for such a demand was not given, and, therefore, the existing practice should continue. The Union has filed a comparative chart Ext. W. 22, of company's maximum proposals as given in Ext. W. 21 and the Union's minimum demands as contained in Ext. W. 15 from which under Item VI, on the question of confirmation, the company's maximum proposal is for confirmation after 12 months and Union's minimum demand is for confirmation after six months.

25. After taking into consideration all the above facts and circumstances into consideration, to me it appears that the existing practice of the Company to confirm an employee after one year's service to the satisfaction of the management seems to be very fair and should be maintained. I, therefore, do not consider it necessary to alter this existing system of confirmation of employees. The issue is accordingly answered.

Item No. 7—

26. *Overtime Allowance.*—Both the parties agreed that wages for overtime work will be calculated in accordance with Section 13 of the West Bengal Shops and Establishments Act, 1963 (West Bengal Act XIII of 1963). The dispute between the parties, however, is as to when the overtime should start.

According to the company the total number of routine work should be 8½ hours, as given in Section 7(2) of the Shops Act, and, overtime should start only after 8½ hours every day, which would mean that the employees would be entitled to wages for overtime work only after they have put in 48 hours of work every week as required by Section 7(2) of the Shops Act.

On behalf of the employees it was contended that overtime will start after 6½ hours of work per day as 6½ hours per day is the usual hours of work in the company and 6½ hours of work per day could not be raised to 8½ hours a day, as contended by the company under Section 7(2) of the Shops Act, because such an increase would be hit by Section 24 of the Shops Act.

On these rival contentions, therefore, the only question for determination is when the overtime period should start. The fact that the employees are entitled to wages for overtime work at the rate of 1½ times of the ordinary rate of wages including D.A. as provided in Section 13 of the Shops Act and as claimed by the Union, is not disputed, rather admitted by the Company.

The Shops Act applies to an Insurance Company as will appear from Section 2(2) read with Section 2(5) of the Shops Act. Section 7(2), on which reliance was placed on behalf of the company, provides that no person employed in an establishment shall be required or permitted to work in such establishment for more than eight hours and a half in any one day or for more than forty-eight

hours in any one week or after the hour of closing of such establishment, provided that a person employed in an establishment may be required or permitted to work overtime in such establishment so that (i) the total number of hours of work including overtime shall not exceed 10 hours in any one day, and, (ii) the total number of hours worked overtime by him shall not exceed one hundred and twenty hours in any one year. Sub-Section (3) of Section 7 provides that no person employed in an establishment shall be required or permitted to work in such establishment for more than six hours in any one day unless he has been allowed an interval for rest of at least one hour during that day. Sub-section (4) of Section 7 provides that the periods of work and intervals for rest of every person employed in an establishment shall be arranged by the employer of such person so that together they do not extend over more than ten hours and a half in any one day. Section 24 deals with saving of certain rights and privileges. Section 24, therefore, provides that nothing in the Shops Act, shall affect any right or privilege to which any person employed in any shop or establishment of this Act under any law for the time being in force or under any contract, custom or usage which is in force on that date, if such right or privilege is more favourable to him than any right or privilege conferred upon him by the Shops Act is granted to him at the time of appointment. It is admitted by both the parties that the Shops Act will come into force on and from 1st June, 1964. Relying on Section 24, therefore, it was contended on behalf of the employees that as admittedly they have been working for only $6\frac{1}{2}$ hours a day every week and for $3\frac{1}{2}$ hours on Saturday every week, that is, that they are working for a total of 36 hours a week and that privilege of theirs being more favourable to them than Section 7(2) of the Act it has become a contract of service, and, therefore, the right and privilege of the employees to work for 36 hours a week, that is, $6\frac{1}{2}$ hours a day from Monday to Friday and for $3\frac{1}{2}$ hours on Saturday every week has become a sort of custom or usage or contract which cannot be defeated by Section 7(2) of the Act.

I am impressed with this argument of the employees and to me also it appears that in view of section 24 of the Shops Act the employees are entitled to work only for $6\frac{1}{2}$ hours a day, that is, for 36 hours every week, and, as such, overtime will start after 36 hours every week. The employees, therefore, will be entitled to wages for overtime work at the rate of $1\frac{1}{2}$ times of the ordinary rate of wages payable for such work and the said calculation of the wages for overtime work will be made in accordance with Section 13 of the Shops Act.

27. *Item No. 8: Privilege and Sick-leave.*—According to the company its employees are getting 21 days, accumulating to 45 days to 60 days per year, as privilege leave and 15 days on full pay as sick leave, besides casual leave of 15 days on full pay. The demand on behalf of the employees is that they should get privilege leave for 30 days in one year, accumulating upto 6 months and sick leave for 30 days in one year, which is to accumulate to 12 months for the whole service. On behalf of the company reliance was placed on Section 11 of the Shops Act which provides that a person employed in a shop or establishment shall be entitled (a) for every completed year of continuous service to privilege leave on full pay for 14 days, (b) in every year to sick leave on half pay for fourteen days on medical certificate obtained from a medical practitioner registered under the Bengal Medical Act, 1914 or any other law for the time being in force, and (c) in every year to casual leave on full pay for ten days. Section 11 further provides in its three provisos to it that privilege leave admissible under clause (a) may be accumulated upto a maximum of not more than fifty-six days; and casual leave admissible under clause (c) shall not be accumulated. It was, therefore, contended on behalf of the company that it is giving more leave than is permissible under law as envisaged by Section 11 of the Shops Act. In reply to this contention, however, it was contended on behalf of the employees, that in view of Section 24 of the Act the company has no right to reduce the number of holidays as provided by Section 11 of the Shops Act when admittedly they are getting longer leave by the company and this privilege the employees have been enjoying since the inception of the company. It was contended on behalf of the company that Section 24 of the Shops Act will have no application here because the company does not want to reduce the number of holidays allowed for privilege and sick leave as at present in existence in the company. From Ext. W.22 it appears that the union has modified its demand and asked for privilege leave at the rate of $1/11$ days with accumulation upto 90 days and sick leave for 21 days per year of service on full pay upto 12 months during the whole period of service. The company's maximum concessions contained in Ext. W.21 and Ext. W.22 are the same as mentioned earlier in this paragraph.

After consideration of all the facts and circumstances I think it is just and proper to allow the two kinds of leave, with which alone we are concerned, as follows:

Privilege leave: 30 days in a year, with accumulation upto 90 days, as claimed by the Union; and,

Sick leave: 15 days for each year of service upto 3 months on full pay and for another 3 months on half pay as proposed by the company in Ext. W.21 and Ext. W.22.

28. *Item No. 9: Allowance during suspension.*—On this question the proposal of the company seems to be more fair and just. According to the company, as mentioned in Ext. W.22, the question of giving suspension allowance does not arise in case of justified suspense but if suspension is unjustified then the employee will get full wages even for the period of suspension. According to the Union, however, as mentioned in Ext. W.22, 50 per cent of wages should be paid if suspension is unjustified, in accordance with the Central Government Scheme.

I would, therefore, accept the case of the company and hold that its employees would not be entitled to any suspension allowance in case the suspension is justified, but if it is unjustified he will get full wages for the period under suspension from the date of suspension.

29. *Issue No 10: Provident Fund.*—The minimum demands of the Union and the maximum concession of the Company are both contained in Ext. W.22 under *Item No. 10: Provident Fund*. The employees say that their contribution should be 8-1/3 per cent and the Company's contribution should also be 8-1/3 per cent. The Union relied on Ext. W.14, at page 5, Item 10, from where it will be found that other companies are also paying provident fund at the rate of 8-1/3 per cent. On behalf of the company, however, it was contended that the employees' contribution is 6-1/4 per cent and the Company's contribution is also 6-1/4 per cent and this should be maintained. On behalf of the Company reliance was placed on Ext. M.2 in order to show that the financial condition of the company was not such as to bear any increase in the rate of contribution by the company towards Provident Fund. I have already dealt with Ext. M.2 and held in Para 6 that the company's financial condition is good and there is no want of paying capacity in it. It will appear from Ext. W.16, Failure of Conciliation Report, that, at page 2 bottom, it is mentioned in the last paragraph therein that both the parties agreed on four items of charter of demands and one of these items is No. 13 Provident Fund.

In view of these circumstances, in my opinion, the rate of contribution towards Provident Fund by the employees should be 8-1/3 per cent and the contribution by the company towards the Provident Fund should also be 8-1/3 per cent.

30. *Item No. 11: Gratuity.*—Ext. W.22 shows that both the parties agreed regarding the rate of gratuity. The only dispute between the parties was whether it should or should not be qualified by fixing any period of completed service after which the gratuity should be given. Ultimately the company, however, agreed and stated before me that the maximum proposals of the company, as modified and given in Ext. W. 16, should be given effect to as mentioned by the Conciliation Officer.

Accordingly, it is directed that the company will pay to its employees, who are permanently and totally disabled after duly certified by a physician appointed by the company, or in case of death or in case of retirement, termination, resignation, etc. after 5 years of completed and confirmed service, one month's salary per year of service upto a maximum of 15 months' basic pay.

31. *Item No. 12: Retirement age.*—It will appear from Ext. W.22 that according to company's maximum concessions the age of retirement should be 55 years but it may be extended after one year of completed and satisfactory service upto 60 years. The Union, however, wants that retirement age should be fixed at 60 years. The company agreed before me that the retirement age should be fixed at 58 years, which may be extended, on company's satisfaction, to 60 years. I accept this proposal of the company and fix the retirement age accordingly.

32. *Item No. 13: Medical Facilities.*—According to Ext. W. 22 and according to the company nothing is paid for medical facilities. According to the Union, however the company is to reimburse medical expenses upto Rs. 60 per year for each employee. On behalf of the company it was contended that it is not an industrial dispute at all, and, therefore,

there is no question of fixing any amount for medical expenses to be reimbursed by the company. It was argued by the company that if medical expenses would have been paid by the company and only its amount would have been disputed, and then that question would have been an industrial dispute, and, therefore, it was argued that the Tribunal should not give any award on this question. On the analogy of Production Bonus Scheme it was contended on behalf of the Company, relying on a decision of the Supreme Court in *Titagar Paper Mills Co. Ltd. Vs. Its Workmen*, (1959) II L.L.J. 9, at page 14, that the question of fixing amount of medical expenses to be reimbursed is not an industrial dispute, and therefore, it was argued that this Tribunal has no jurisdiction under the Act to consider such a proposal at all. I confess I am not impressed with this line of reasoning. The case cannot be decided on an analogy. It was contended by the Union that when a company has not got its own hospital and there is no arrangement by the company for supplying free medicines, when proscribed by doctors, other companies give medical facilities. In this connection reference was made to Ext. W. 7, which is an award by this Tribunal given in 1958, and, also to Ext. W. 14, which is a comparative statement of this Company and the other Insurance Companies from which it appears that the employees are given medical aid. To me it appears that when the company has no hospital of its own and it has no arrangement for medical aid and at present it has no doctor of its own, considering the financial prosperity of the company and the comparatively small number of workmen employed, medical aid should be granted to the employees concerned, even if medical facilities are not in existence at present.

I would, therefore, direct that if, and when, a medical officer is appointed by the company and he prescribes any patent medicine and drugs, which are not available free at the Government Hospital, the employees would be entitled to purchase the same from recognised chemists to be appointed by the company, and on the production of cash memoes for the same the company shall reimburse them. Such amount, however, will not be in any case for each employee, more than Rs. 60 each year as demanded by the Union.

33 The reference is accordingly answered partly in favour of the company and partly in favour of its employees, and the thirteen items of dispute referred to this Tribunal for adjudication are disposed of in the manner indicated in the previous paragraphs and an award is made accordingly.

34 *Date from which the award will be effective.*—As regards the pay scales I have already directed in Para 16A above that these revised wage scales will be effective from the date when the award becomes enforceable under Section 17A of the Act. In respect of all other items also the award will be effective from the date when the award becomes enforceable under Section 17A of the Act after its publication under Section 17 of the Act.

35. This is the award which I make and submit to the Government of India under section 15 of the Act.

Dhanbad, the 25th April, 1964

Sd./- RAJ KJSHORE PRASAD.

Presiding Officer.

[No. 70(2)/63-LR.IV.]

ORDERS

New Delhi, the 19th June 1964

S.O. 2260.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers specified in Schedule I hereto annexed and their workmen in the port of Calcutta regarding the matters specified in Schedule II hereto annexed;

And Whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE I

1. Chairman, Calcutta Dock Labour Board, Calcutta.

2. Secretary, The Calcutta Shipping, Painting and Ships Labour Contractors' Association, Calcutta-1.

3. Messrs Boboo Lall and Company, 69/2, Ekbalpore Road, Calcutta.
4. Messrs Nariman Davur, Branch Manager, 106/B, Monohar Pukur Road, Calcutta-29.
5. Messrs A. Sattar, 3/C, Mominpur Road, Calcutta.
6. Messrs Halder Brothers, 8, India Exchange Place, Calcutta.
7. Messrs M. Hossain, 40/3A, Ekbalpore Lane, Calcutta.
8. Messrs Poddar Brothers, 3, Mangoe Lane, Calcutta.
9. Messrs Marine Suppliers Corporation, 29, Strand Road, Calcutta-1.
10. Messrs Eastern Company (Private) Limited, 114, Stephen House, Dalhousie Square, Calcutta-1.
11. Messrs G. M. Syed, 51-A, Dent Mission Road, Calcutta-23.
12. Messrs Abdul Samad and Brothers, 5, Dent Mission Road, Calcutta-23.
13. Messrs Md. Kasem Aly, 11, Old Post Office Street, Calcutta.
14. Messrs Calcutta Shipping and Marine Engineering Company, 11, Old Post Office Street, Calcutta-1.
15. Messrs Alex Miller (Merchants) Private Limited, 137, Canning Street, Calcutta.
16. Messrs H. K. Bancrjee and Company, 25, Swallow Lane, Calcutta.
17. Messrs Mazumdar Brothers, 33-B, Ezra Street, Calcutta.

SCHEDULE II

- (i) Whether the demand of the listed workers viz. the Chipping and Painting workers for payment of festival advance is justified, and
- (ii) If so, what should be the amount of advance and what should be the method and arrangement for payment of and recovery of such advance?

[No. 28/7/63-LR-IV.]

New Delhi, the 22nd June 1964

S.O. 2261.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the State Bank of Travancore, Trivandrum and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. P. M. Sheriff shall be the Presiding Officer and which shall have its headquarters at Ernakulam, and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether the action of the management of State Bank of Travancore in excluding the workmen taken over from the Travancore Forward Bank Limited, Kottavam Orient Bank Limited, and the Bank of New India Limited from the benefit of bonus for the year 1961 is justified? If not, to what relief are the workmen entitled?

[No. 51(11)/62-LR-IV.]

S.O. 2262.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Chartered Bank and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri J. K. Tandon shall be the Presiding Officer with headquarters at

Lucknow and refers the said dispute for adjudication to the said Industrial Tribunal.

SCHEDULE

Whether in view of the duties performed by Sarvashri Shyam Narain and Raghubar Dayal, Daffries in the New Delhi Branch of the Chartered Bank, their claim for clerical designation and scales of pay is justified and if so, to what relief the workmen are entitled?

[No. 51(29)/64-LR-IV.]

CORRIGENDUM

New Delhi, the 19th June 1964

S.O. 2263.—In the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1499 dated the 22nd April, 1964 published on page 1728 in Part II sub section (ii) of section 3 of the Gazette of India dated the 2nd May, 1964;

for "2nd November, 1963".

read "2nd November, 1961".

[No. 6(141)/59-HI.]

O. P. TALWAR, Under Secy.

New Delhi, the 20th June 1964

S.O. 2264.—The following draft of a scheme further to amend the Cochin Dock Workers (Regulation of Employment) Scheme, 1959, which the Central Government proposes to make, in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 22nd July, 1964.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

Draft Scheme

1. This scheme may be called the Cochin Dock Workers (Regulation of Employment) Amendment Scheme, 1964.

2. In the Cochin Dock Workers (Regulation of Employment) Scheme, 1959 (hereinafter referred to as the said Scheme),

in clause 16, in sub-clause (2), after item (d), the following item shall be inserted, namely,—

"(e) Tally/sorting clerks and Table Clerks.";

3. After clause 18, of the said Scheme the following clause shall be inserted, namely,—

"18-A *Special Provision for registration and employment of Tally/Sorting Clerks and Table Clerks.*—Notwithstanding anything contained in the Scheme, the Tally/sorting clerks and table clerks shall be registered and employed subject to the following terms and conditions, namely:—

(a) The tally/sorting clerks and table clerks shall be registered by the Board as far as possible in accordance with the principles laid down in clause 18, and on the basis of seniority, i.e., in order of the total period for which he has worked in that category provided that he is medically fit and is not more than 60 years of age.

(b) The tally/sorting clerks and table clerks shall be under the employ of the Board. The Board shall fix their wages, allowances, and prescribe other conditions of service. They shall be entitled to such guaranteed minimum wages, attendance allowance, and disappointment money as may be fixed by the Board from time to time.

- (c) The tally/sorting clerks and table clerks shall be under the disciplinary control of the Board. The Board may evolve such disciplinary procedure in respect of them as may be necessary from time to time.
- (d) The Shipping Companies and others who engage the tally/sorting clerks and table clerks shall not be required to be registered as employers. Such Companies and others shall, however, pay to the Board by way of deposit and by way of levy such amount and in such manner as the Board may consider necessary towards the cost of operating the scheme. In case of default, the Board may with due notice suspend the supply of clerks to such an employer until he pays his dues.
- (e) Subject to such relaxation as may be permitted by the Board in this behalf, the Shipping Companies and others shall not engage any unregistered tally/sorting clerks and table clerks.

4. In the Schedule, in the said Scheme in entry (2), after item (d), the following item shall be inserted namely,—

“(e) Tally/Sorting Clerks and Table Clerks.”

[No. 527/12/63-Fac.]

K. D. HAJELA, Under Secy.

ORDER

New Dehi, the 22nd June 1964

S.O. 2265.—Whereas the employers in relation to Messrs. P. T. Anklesaria & Co., Bombay and the Transport & Dock Workers' Union have jointly applied to the Central Government for reference of an industrial dispute between them to a Tribunal in respect of the matters set forth in the said application and reproduced in the Schedule hereto annexed;

And, whereas, the Central Government is satisfied that the said Bombay Transport & Dock Workers' Union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by section 7A and sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri S. T. Bilgrami as Presiding Officer thereof with headquarters at Bombay and refers the said dispute to the said Tribunal for adjudication.

SCHEDULE

Whereas an Industrial Dispute exists between M/s. P. T. Anklesaria & Co., Foodgrain Handling Contractors, Bombay Docks, Bombay and their workmen represented by the Transport & Dock Workers' Union, Bombay and it is expedient that the dispute specified in the enclosed statement should be referred for adjudication by a Special Tribunal, an application is hereby made under Section 10(2) of the Industrial Disputes Act, 1947, that the said dispute should be referred to a Special Tribunal.

A statement giving the particulars required under rule 3 of the Industrial Disputes (Central) Rules, 1957, is attached.

Dated the 22nd May, 1964.

Signature of the employer,

Sd./- P. T. ANKLESARIA,
for M/s. P. T. Anklesaria & Co.,
Bombay.

Signature of the

Sd./-

President of the Trade Union.
(Transport & Dock Workers'
Union.)

Sd./-

Secretary of the Trade Union
(Transport & Dock Workers'
Union).

Statement required under rule 3 of the Industrial Disputes (Central) Rules, 1957, to accompany the form of application prescribed under sub-section (2) of Section 10 of the Industrial Disputes Act, 1947:

(a) Parties to the dispute including the name and the address of the establishment or undertaking:

- (1) M/S. P. T. Anklesaria & Co.,
Ismail Building, 381, Dadabhoy Naoroji Road,
Bombay-1;
- (2) The Transport & Dock Workers' Union,
P. D'Mello Bhavan, P. D'Mello Road,
Bombay-1.

(b) Specific matters in dispute:

"What increase should be given in the wage rates of workers covered by this reference, with effect from 1st May 1964,

- (i) irrespective of the capacity of the contracting firm, M/S. P. T. Anklesaria & Co. (in respect of the present contract) to pay, and
- (ii) within the capacity of the contracting firm, M/S. P. T. Anklesaria (in respect of the present contract) to pay:

Provided that the existence of any agreement or award between the parties shall not *ipso facto* invalidate the terms of this reference or the findings of the Special Tribunal."

(c) Total number of workmen employed in the undertaking affected:
About 2,000.

(d) Estimated number of workmen affected or likely to be affected by the dispute:
About 2,000.

(e) Efforts made by the parties themselves to adjust the dispute:

The parties have held discussions but have been unable to reach a settlement.

Sd./- P. T. ANKLESARIA,

For M/S. P. T. Anklesaria & Co.,
Bombay.

Sd./-

President of the Transport &
Dock Workers' Union,
Bombay.

Sd./-

Secretary of the Transport &
Dock Workers' Union,
Bombay.

Dated the 22nd May, 1964.

[No. 28/36/64/LRIV.]

P. SADAGOPAL, Dy. Secy.

